

SOLICITATION

SECTION A - SOLICITATION/CONTRACT FORM

Page 1 of 61 pages

1. Purchase Authority: Public Law 92-218 as amended			
2. Request For Proposal (RFP) Number: N02-CN-55023-76	3. Issue Date: 10/7/2005	4. Just In Time [X] NO [] YES See Part IV Section L	5. Set Aside: [] NO [X] YES See Part IV Section L

6. TITLE: Computing Support for Biometry Research Group (BRG)

7. ISSUED BY: Theresa H. Shroff Contracting Officer Research Contracts Branch National Cancer Institute National Institutes of Health Executive Plaza South, Room 6008 6120 EXECUTIVE BLVD MSC 7195 BETHESDA MD 20892-7195	8. SUBMIT OFFERS TO: See Part III, Section J, "Packaging and Delivery of the Proposal," ATTACHMENT 1 of this Solicitation.
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9. Proposals for furnishing the supplies and/or services in THE SCHEDULE will be received at the place specified in, and in the number of copies specified in Attachment 1 until 3:30 p.m. local time on November 22, 2005. Offers will be valid for 120 days unless a different period is specified by the offeror on the Attachment entitled, "Proposal Summary and Data Record, NIH 2043."

10. THIS SOLICITATION REQUIRES DELIVERY OF PROPOSALS TO THE OFFICIAL POINT OF RECEIPT FOR THE PURPOSE OF DETERMINING TIMELY DELIVERY AS STATED IN ATTACHMENT 1. IF YOUR PROPOSAL IS NOT RECEIVED BY THE CONTRACTING OFFICER OR HIS DESIGNEE AT THE PLACE AND TIME SPECIFIED, THEN IT WILL BE CONSIDERED LATE AND HANDLED IN ACCORDANCE WITH SUBPARAGRAPH (c)(3) OF FAR CLAUSE 52.215-1, ENTITLED, "INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION" LOCATED IN SECTION L.1. OF THIS SOLICITATION.

11. Offeror must be registered in the Central Contractor Registry (CCR) prior to award of a contract.
(<http://www.ccr.gov>)

12. FOR INFORMATION CALL: Elizabeth Dean at (301) 435-3833 or
Theresa Shroff at (301) 435-3796

COLLECT CALLS WILL NOT BE ACCEPTED.

13. Table of Contents on following page.

Theresa H. Shroff
Contracting Officer
Research Contracts Branch
National Cancer Institute

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PART I - THE SCHEDULE

THE CONTRACT SCHEDULE SET FORTH IN SECTIONS B THROUGH H, HEREIN, CONTAINS CONTRACTUAL INFORMATION PERTINENT TO THIS SOLICITATION. IT IS **NOT** AN EXACT REPRESENTATION OF THE PROPOSED CONTRACT DOCUMENT. CONTRACTUAL PROVISIONS PERTINENT TO THE OFFEROR (I.E., THOSE RELATING TO THE ORGANIZATIONAL STRUCTURE [E.G., NON-PROFIT, COMMERCIAL] AND SPECIFIC COST AUTHORIZATIONS UNIQUE TO THE OFFEROR'S PROPOSAL AND REQUIRING CONTRACTING OFFICER PRIOR APPROVAL) WILL BE DISCUSSED IN THE NEGOTIATION PROCESS AND WILL BE INCLUDED IN THE RESULTANT CONTRACT. HOWEVER, THE ENCLOSED CONTRACT SCHEDULE PROVIDES ALL THE NECESSARY INFORMATION FOR THE OFFEROR TO UNDERSTAND THE TERMS AND CONDITIONS OF THE RESULTANT CONTRACT.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

The purpose of this acquisition is to provide computer-related technical support services, primarily systems design, computer programming, system documentation, and operational support to the Biometry Research Group (BRG), Division of Cancer Prevention (DCP), National Cancer Institute (NCI).

ARTICLE B.2. PRICES/COSTS

The final contract will contain the price/cost provisions agreed upon by the Government and the Offeror.

ARTICLE B.3. PROVISIONS APPLICABLE TO DIRECT COSTS

This article will prohibit or restrict the use of contract funds, unless otherwise approved by the Contracting Officer. The following is a list of items that may be included in the resultant contract as applicable. 1) Acquisition, by purchase or lease, of any interest in real property; 2) Special rearrangement or alteration of facilities; 3) Purchase or lease of any item of general purpose office furniture or office equipment regardless of dollar value; 4) Travel Costs; 5) Consultant Costs; 6) Subcontract Costs; 7) Patient Care Costs; 8) Accountable Government Property; and 9) Research Funding.

ARTICLE B.4. ADVANCE UNDERSTANDINGS

Specific elements of cost, which normally require prior written approval of the Contracting Officer before incurrence of the cost (e.g., foreign travel, consultant fees, subcontracts) will be included in this Article if the Contracting Officer has granted his/her approval prior to contract award.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ARTICLE C.1. STATEMENT OF WORK

- a. Independently and not as an agent of the Government, the Contractor shall be required to furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Statement of Work, dated August 22, 2005, attached hereto and made a part of this Solicitation (See Section J - List of Attachments).

ARTICLE C.2. REPORTING REQUIREMENTS

- a. Technical Progress Reports

In addition to the required reports set forth elsewhere in this Schedule, the preparation and submission of regularly recurring Technical Progress Reports will be required in any contract resulting from this solicitation. These reports will require descriptive information about the activities undertaken during the reporting period and will require information about planned activities for future reporting periods.

For proposal preparation purposes only, it is estimated that 3 copies of these reports will be required as follows:

1. Monthly Progress Report. The Contractor shall submit a written monthly technical progress report containing detailed cost and labor distribution data by project for the preceding month and year to date, and explaining the Contractor's progress, problems encountered, and plans for the upcoming month.
2. Annual/Final Reports. The Contractor shall submit annual and final reports which document and summarize the results of the entire contract work for the period covered. For final reports, this will be the entire contract period of performance. These reports shall be in sufficient detail to explain comprehensively the results achieved.

- b. Summary of Salient Results. The Contractor will be required to prepare and submit, with the final report, a summary (not to exceed 200 words) of salient results achieved during the performance of the contract. This report will be required on or before the expiration date of the contract.

- c. Other Reports

- 3. Source Code and Object Code

Unless otherwise specified herein, the Contractor shall deliver to the Government, upon the expiration date of the contract, all source code and object code developed, modified, and/or enhanced under this contract.

SECTION D - PACKAGING, MARKING AND SHIPPING

All deliverables required under this contract shall be packaged, marked and shipped in accordance with Government specifications. At a minimum, all deliverables shall be marked with the contract number and contractor name. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

SECTION E - INSPECTION AND ACCEPTANCE

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this SECTION, the Project Officer is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at Biometry Research Group, Division of Cancer Prevention, National Cancer Institute, 6130 Executive Boulevard, Room 3131, MSC-7354, Bethesda, MD 20892-7354.

Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative within 30 days of receipt.

- d. This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FAR Clause **52.246-5, Inspection of Services - Cost-Reimbursement** (April 1984).

SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F.1. PERIOD OF PERFORMANCE

- a. The period of performance of this contract shall be from March 1, 2006 through February 28, 2011.
- b. If the Government exercises its option(s), the period of performance will be increased as listed below:

Option Year Number	Option Period
1	3/01/2011 - 2/28/2012
2	3/01/2012 - 2/28/2013

ARTICLE F.2. DELIVERIES

Satisfactory performance of the final contract shall be deemed to occur upon performance of the work described in Article C.1. and upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of

the following items in accordance with the stated delivery schedule:

- a. The items specified below as described in SECTION C, ARTICLE C.2. will be required to be delivered F.O.B. Destination as set forth in FAR Clause 52.247-35, F.O.B. Destination, Within Consignees Premises (April 1984), and in accordance with and by the date(s) specified below [and any specifications stated in SECTION D, PACKAGING, MARKING AND SHIPPING, of the contract]:

Item	Description	Quantity*	Delivery Schedule
A	Monthly Report	3	14 calendar days after end of each reporting period
B	Annual Report	3	14 calendar days after end of each reporting period
C	Final Report	3	Contract expiration date
D	Summary of Salient Results	3	Contract expiration date

*1 copy to Contracting Officer and 2 copies to Project Officer.

ARTICLE F.3. LEVEL OF EFFORT

- a. During the period of performance of this contract, the Contractor shall provide ***261,170** direct labor hours, of which 74,620 hours is option year effort. The labor hours, include vacation, sick leave, and holiday. It is estimated that the labor hours are constituted as specified below and will be expended approximately as follows:

Labor Category	Labor HOURS						
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 Option Year 1	Year 7 Option Year 2
Professional	1820	1820	1820	1820	1820	1820	1820
Other Professional	34,580	34,580	34,580	34,580	34,580	34,580	34,580
Support	910	910	910	910	910	910	910

*186,550 - Five year base
74,620 - Option year 1 & 2
 261,170 - Total direct labor hours

- b. The Contractor shall have satisfied the requirement herein if not less than 90 % nor more than 110% of the total direct labor hours specified herein are furnished.
- c. In the event fewer hours than the minimum specified number of direct labor hours in the total categories are used by the Contractor in accomplishing the prescribed work and the Government has not invoked its rights under the clause TERMINATION (Cost-Reimbursement), FAR 52.249-6, incorporated in this contract, these parties agree that the fee will be adjusted based solely upon the quantity of hours by which the number of direct labor hours furnished is less than the number of direct labor hours specified in this ARTICLE. The resulting adjustment shall be evidenced by a contract modification.

ARTICLE F.4. CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (FEBRUARY 1998)

This contract incorporates the following clause by reference, with the same force and effect as if it were given in full

text. Upon request, the Contracting Officer will make its full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

52.242-15, Stop Work Order (August 1989) with **Alternate I** (April 1984).

SECTION G - CONTRACT ADMINISTRATION DATA

Any contract awarded from this RFP will contain the following:

ARTICLE G.1. PROJECT OFFICER

The following Project Officer(s) will represent the Government for the purpose of this contract:

(To be specified prior to award)

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

The Contracting Officer hereby delegates the Project Officer as the Contracting Officer's authorized representative responsible for signing software license agreements issued as a result of this contract.

The Government may unilaterally change its Project Officer designation.

ARTICLE G.2. KEY PERSONNEL

Pursuant to the Key Personnel clause incorporated in this contract, the following individual(s) is/are considered to be essential to the work being performed hereunder:

NAME

TITLE

(To be specified prior to award)

ARTICLE G.3. INVOICE SUBMISSION/CONTRACT FINANCING REQUEST

- a. Invoice/Financing Request Instructions and Contract Financial Reporting for NIH Cost-Reimbursement Type Contracts NIH(RC)-4 are attached and made part of this contract. The instructions and the following directions for the submission of invoices/financing request must be followed to meet the requirements of a "proper" payment request pursuant to FAR 32.9.

These instructions also provide for the submission of financial and personnel reporting required by HHSAR 342.7002.

- (1) Invoices/financing requests shall be submitted as follows:

- (a) To be considered a "proper" invoice in accordance with FAR 32.9, Prompt Payment, each invoice

shall clearly identify the two contract numbers that appear on the face page of the contract as follows:

Contract No. (This is the 17 digit number that appears in Block 2 of the SF-26, i.e. HHSN261200411000C.)

ADB Contract No. (This is the 10 digit number that appears in the upper left hand corner of the SF-26, i.e. N01-CO-41234.)

- (b) An original and two copies to the following designated billing office:

Theresa H. Shroff
Contracting Officer
Research Contracts Branch
National Cancer Institute, NIH
EPS, Room 6002
6120 EXECUTIVE BLVD MSC 7540
BETHESDA MD 20892-7540

ARTICLE G.4. INDIRECT COST RATES

In accordance with Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clause 52.216-7(d)(2), "Allowable Cost and Payment" incorporated by reference in this contract in Part II, Section I, the cognizant Contracting Officer representative responsible for negotiating provisional and/or final indirect cost rates is identified as follows:

Director, Division of Financial Advisory Services
Office of Acquisition Management and Policy
National Institutes of Health
6100 Building, Room 6B05
6100 EXECUTIVE BLVD MSC 7540
BETHESDA MD 20892-7540

These rates are hereby incorporated without further action of the Contracting Officer.

ARTICLE G.5. GOVERNMENT PROPERTY

If this RFP will result in the acquisition or use of Government Property provided by the contracting agency or if the Contracting Officer authorizes in the preaward negotiation process, the acquisition of property (other than real property), this ARTICLE will include applicable provisions and incorporate the DHHS Publication (OS) 686, entitled, **Contractor's Guide for Control of Government Property**, (1990) which can be found at:

<http://knownet.hhs.gov/log/AgencyPolicy/HHSLogPolicy/contractorsguide.htm>

ARTICLE G.6. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. The final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. If agreement cannot be reached between the parties, the matter will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address:

http://ocm.od.nih.gov/cdmp/cps_contractor.htm

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H.1. HUMAN SUBJECTS

It is hereby understood and agreed that research involving human subjects shall not be conducted under this contract, and that no material developed, modified, or delivered by or to the Government under this contract, or any subsequent modification of such material, will be used by the Contractor or made available by the Contractor for use by anyone other than the Government, for experimental or therapeutic use involving humans without the prior written approval of the Contracting Officer.

ARTICLE H.2. NEEDLE EXCHANGE

- a. Pursuant to Public Law(s) cited in paragraph b., below, contract funds shall not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

b.	Public Law and Section No.	Fiscal Year	Period Covered
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[Applicable information to be included at award]

ARTICLE H.3. PRIVACY ACT

This procurement action requires the Contractor to do one or more of the following: design, develop, or operate a system of records on individuals to accomplish an agency function in accordance with the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 USC 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

The Privacy Act System of Records applicable to this project is Number 09-25-0200. This document is incorporated into this contract as Attachment 25.

ARTICLE H.4. EVALUATION PROJECTS

All publications including reports, compilations of data, articles and the like resulting from this contract shall contain the statement below. It shall be located on the cover, inside cover, or title page.

This project (INSERT NIH EVALUATION PROJECT NUMBER AND CONTRACT NUMBER) received support from the evaluation set-aside Section 513, Public Health Service Act.

ARTICLE H.5. OPTION PROVISION

Unless the Government exercises its option pursuant to the Option Clause set forth in ARTICLE I.3., the contract will consist only of Year 1 through Year 5 of the Statement of Work as defined in Sections C and F of the contract. Pursuant to clause 52.217-8 set forth in ARTICLE I.3. of this contract, the Government may, by unilateral contract modification, require the Contractor to perform additional Year(s) of the Statement of Work as also defined in Sections C and F of this contract. If the Government exercises this option, notice must be given at least 60 days prior to the expiration date of this contract, and the estimated cost plus fixed fee of the contract will be increased as set forth in

Article B.3.

ARTICLE H.6. INFORMATION SECURITY

The Statement of Work (SOW) requires the contractor to develop or access Federal automated information systems; therefore, the contractor shall comply with the "DHHS Information Security Program Policy" (<http://www.hhs.gov/read/irmpolicy/FINALHHSInformationSecurityProgramP.doc>) as set forth below. The contractor shall include this provision in any subcontract awarded under this contract.

a. Information Type

**** (NOTE: The resultant contract will include the Information Type, however for the purposes of this RFP, the Information Type is specified in SECTION L.2.b. Technical Proposal Instructions of this RFP.) ****

☐ **Administrative, Management and Support Information:**

☐ **Mission Based Information:**

b. Security Categories and Levels

**** (NOTE: The resultant contract will include the Security Categories and Levels, however for the purposes of this RFP, the Security Categories and Levels are specified in SECTION L.2.b. Technical Proposal Instructions of this RFP.) ****

Confidentiality	Level:	<input type="checkbox"/> Low	<input type="checkbox"/> Moderate	<input type="checkbox"/> High
Integrity	Level:	<input type="checkbox"/> Low	<input type="checkbox"/> Moderate	<input type="checkbox"/> High
Availability	Level:	<input type="checkbox"/> Low	<input type="checkbox"/> Moderate	<input type="checkbox"/> High
Overall	Level:	<input type="checkbox"/> Low	<input type="checkbox"/> Moderate	<input type="checkbox"/> High

c. Position Sensitivity Designations

(1) The following position sensitivity designations and associated clearance and investigation requirements apply under this contract:

**** (NOTE: The resultant contract will include the Position Sensitivity Designations, however for the purposes of this RFP, the Position Sensitivity Designations applicable to this RFP are specified in SECTION L.2.b. Technical Proposal Instructions of this RFP.) ****

☐ **Level 6: Public Trust - High Risk (Requires Suitability Determination with a BI).** Contractor employees assigned to a Level 6 position are subject to a Background Investigation (BI).

☐ **Level 5: Public Trust - Moderate Risk (Requires Suitability Determination with NACIC, MBI or LBI).** Contractor employees assigned to a Level 5 position with no previous investigation and approval shall undergo a National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), a Minimum Background Investigation (MBI), or a Limited Background Investigation (LBI).

☐ **Level 1: Non Sensitive (Requires Suitability Determination with an NACI).** Contractor employees assigned to a Level 1 position are subject to a National Agency Check and Inquiry Investigation (NACI).

(2) The contractor shall submit a roster, by name, position and responsibility, of all IT staff working under the contract. The roster shall be submitted to the Project Officer, with a copy to the Contracting Officer, within 14 days of the effective date of the contract. The Contracting Officer shall notify the contractor of the appropriate level of suitability investigations to be performed. An electronic template, "Roster of

Employees Requiring Suitability Investigations,” is available for contractor use at:

<http://ais.nci.nih.gov/forms/Suitability-roster.xls>

Upon receipt of the Government’s notification of applicable Suitability Investigation required, the contractor shall complete and submit the required forms within 30 days of the notification. Additional submission instructions can be found at the “NCI Information Technology Security Policies, Background Investigation Process” website: <http://ais.nci.nih.gov>.

Contractor employees who have had a background investigation conducted by the U.S. Office of Personnel Management (OPM) within the last five years may only require an updated or upgraded investigation.

- (3) Contractor employees shall comply with the DHHS criteria for the assigned position sensitivity designations prior to performing any work under this contract. The following exceptions apply:

Levels 5 and 1: Contractor employees may begin work under the contract after the contractor has submitted the name, position and responsibility of the employee to the Project Officer, as described in paragraph c.(2) above.

Level 6: In special circumstances the Project Officer may request a waiver of the preappointment investigation. If the waiver is granted, the Project Officer will provide written authorization for the contractor employee to work under the contract.

d. Systems Security Plan

The contractor shall protect Federal automated information systems that are developed or accessed by the contractor. System security shall be accomplished in accordance with the contractor’s System Security Plan dated _____. The plan must:]

- (1) Include a detailed plan of present and proposed systems security programs commensurate with the size and complexity of the requirements of the Statement of Work. The contractor shall use the **NIH Systems Security Plan Template** (detailed) at <http://irm.cit.nih.gov/security/secplantemp.doc> or **NIH Systems Security Plan Outline** (outline only) at http://irm.cit.nih.gov/nihsecurity/Security_Plan_Outline.doc.

[OR (To be determined during negotiations)]

- (1) Include a plan of present and proposed systems security programs commensurate with the size and complexity of the requirements of the Statement of Work. The minimum areas to be addressed include, but are not limited to administrative, technical, and physical security as follows:
- (i) Security Awareness Training
 - (ii) Logical Access Control
 - Network (ex: firewall)
 - System (ex: network OS, tcp wrappers, SSH)
 - Application (ex: S-LDAP, SSL)
 - Remote Access (ex: VPN)
 - Monitoring and support (ex: IDS, pager, NOC)
 - (iii) Protection against data loss
 - OS security (ex: patch management, configuration)
 - Application security (ex: patch management)
 - Database security
 - Back-up and recovery
 - Fault tolerance, high availability
 - (iv) Malicious Code Protection (ex: Antivirus, filtering of e-mail attachments, etc)
 - (v) Physical Security
 - Access control (ex: locks, guards)
 - Power conditioning and/or UPS
 - Air conditioning

-Fire protection

Include an acknowledgment of its understanding of the security requirements.

Provide similar information for any proposed subcontractor developing or accessing an AIS.

e. Rules of Behavior

The contractor shall comply with the DHHS Rules of Behavior set forth in **DHHS Information Security Program Policy Handbook, Appendix G** at:

http://intranet.hhs.gov/infosec/docs/policies_guides/ISPPH/PG_ISHbkv2_11_12_2004.pdf; and the **NIH Information Technology General Rules of Behavior** at: <http://irm.cit.nih.gov/security/nihitrob.html>.

f. Information Security Training

Each contractor employee shall complete the NIH Computer Security Awareness Training (<http://irtsectraining.nih.gov/>) prior to performing any contract work, and on an annual basis thereafter, during the period of performance of this contract.

The contractor shall maintain a listing by name and title of each individual working under this contract that has completed the NIH required training. Any additional security training completed by contractor staff shall be included on this listing.

Contractor staff shall complete the following additional training prior to performing any work under this contract:

**** *[Additional courses will be listed here in the resultant contract, if applicable.]* ****

g. Personnel Security Responsibilities

The contractor shall perform and document the actions identified in the "Employee Separation Checklist", attached and made a part of this contract, when a contractor employee terminates work under this contract. All documentation shall be made available to the Project Officer and/or Contracting Officer upon request

h. Commitment to Protect Departmental Information Systems and Data

(1) Contractor Agreement

The Contractor shall not release, publish, or disclose sensitive Department information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of sensitive information:

- 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records)
- 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information)
- Public Law 96-511 (Paperwork Reduction Act)

(2) Contractor-Employee Non-Disclosure Agreements

Each contractor employee who may have access to sensitive Department information under this contract shall complete Commitment To Protect Non-Public Information - Contractor Agreement. A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the Project Officer prior to performing any work under the contract.

i. References

1. DHHS Information Security Program Policy: <http://www.hhs.gov/ohr/manual/pssh.pdf>
2. DHHS Personnel Security/Suitability Handbook: <http://www.hhs.gov/ohr/manual/pssh.pdf>
3. NIST Special Publication 800-16, Information Technology Security Training Requirements:

- <http://csrc.nist.gov/publications/nistpubs/800-16/800-16.pdf>
Appendix A-D: <http://csrc.nist.gov/publications/nistpubs/800-16/AppendixA-D.pdf>
4. NIST SP 800-18, Guide for Developing Security Plans for Information Technology Systems: <http://csrc.nist.gov/publications/nistpubs/index.html>
 5. NIST SP 800-60, Guide for Mapping Types of Information and Information Systems to Security Categories, Volume I: <http://csrc.nist.gov/publications/nistpubs/800-60/SP800-60V1-final.pdf>
 6. NIST SP 800-60, Guide for Mapping Types of Information and Information Systems to Security Categories, Volume II: <http://csrc.nist.gov/publications/nistpubs/800-60/SP800-60V2-final.pdf>
 7. NIST SP 800-64, Security Considerations in the Information System Development Life Cycle: <http://csrc.nist.gov/publications/nistpubs/800-64/NIST-SP800-64.pdf>
 8. NIH Computer Security Awareness Training Course: <http://irtsectraining.nih.gov/>
 9. Roster of Employees Requiring Suitability Investigations: <http://ais.nci.nih.gov/forms/Suitability-roster.xls>
 10. NCI Information Technology Security Policies, Background Investigation Process: <http://ais.nci.nih.gov/>
 11. NIH Systems Security Plan Template (detailed): <http://irm.cit.nih.gov/security/secplantemp.doc>
 12. NIH Systems Security Plan Outline (outline only): http://irm.cit.nih.gov/nihsecurity/Security_Plan_Outline.doc
 13. NIH Information Technology General Rules of Behavior: <http://irm.cit.nih.gov/security/nihitrob.html>
 14. Commitment To Protect Non-Public Information - Contractor Agreement: <http://irm.cit.nih.gov/security/Nondisclosure.pdf>

ARTICLE H.7. ELECTRONIC AND INFORMATION TECHNOLOGY STANDARDS

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by P.L.105-220 under Title IV (Rehabilitation Act Amendments of 1998) all Electronic and Information Technology (EIT) developed, procured, maintained and/or used under this contract shall be in compliance with the "Electronic and Information Technology Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR Part 1194. The complete text of Section 508 Final Standards can be accessed at <http://www.access-board.gov/>.

The standards applicable to this requirement are [identified in the Statement of Work/listed below]:

ARTICLE H.8. ACCESS TO NATIONAL INSTITUTES OF HEALTH (NIH) ELECTRONIC MAIL

All Contractor staff that have access to and use of NIH electronic mail (e-mail) must identify themselves as contractors on all outgoing e-mail messages, including those that are sent in reply or are forwarded to another user. To best comply with this requirement, the contractor staff shall set up an e-mail signature ("AutoSignature") or an electronic business card ("V-card") on each contractor employee's computer system and/or Personal Digital Assistant (PDA) that will automatically display "Contractor" in the signature area of all e-mails sent.

ARTICLE H.9. CONFIDENTIALITY OF INFORMATION

The following information is covered by HHSAR 352.224-70, Confidentiality of Information (MARCH 2005):

- a. Confidential information, as used in this clause, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.
- b. The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.
- c. If it is established elsewhere in this contract that information to be utilized under this contract, or a portion thereof, is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

- d. Confidential information, as defined in (a), that is information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization, shall not be disclosed without the prior written consent of the individual, institution, or organization.
- e. Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in questions is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor should obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.
- f. Contracting Officer determinations will reflect the results of internal coordination with appropriate program and legal officials.
- g. The provisions of paragraph e. of this clause shall not apply when the information is subject to conflicting or overlapping provision in others Federal, State or local laws.

ARTICLE H.10. PRESS RELEASES

- a. Pursuant to Public Law(s) cited in paragraph b., below, the contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

b. Public Law and Section No.	Fiscal Year	Period Covered
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[Applicable information to be included at award]

ARTICLE H.11. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is **1-800-HHS-TIPS (1-800-447-8477)**. All telephone calls will be handled confidentially. The e-mail address is **Htips@os.dhhs.gov** and the mailing address is:

Office of Inspector General
Department of Health and Human Services
TIPS HOTLINE
P.O. Box 23489
Washington, D.C. 20026

ARTICLE H.12. YEAR 2000 COMPLIANCE

In accordance with FAR 39.106, Information Technology acquired under this contract must be Year 2000 compliant as set forth in the following clause(s):

- 1. Service Involving the Use of Information Technology

YEAR 2000 COMPLIANCE--SERVICE INVOLVING THE USE OF INFORMATION TECHNOLOGY

The Contractor agrees that each item of hardware, software, and firmware used under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations.

(End of Clause)

2. Noncommercial Supply Items Warranty

YEAR 2000 WARRANTY--NONCOMMERCIAL SUPPLY ITEMS

The contractor warrants that each noncommercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the item documentation provided by the contractor, provided that all listed or unlisted items (e.g., hardware, software and firmware) used in combination with such listed item properly exchange date data with it. If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose noncompliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

YEAR 2000 COMPLIANT ITEMS

(End of Clause)

3. Commercial Supply Products Warranty

YEAR 2000 WARRANTY--COMMERCIAL SUPPLY ITEMS

The contractor warrants that each hardware, software and firmware product delivered under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

YEAR 2000 COMPLIANT ITEMS

(End of Clause)

ARTICLE H.13. ANTI -LOBBYING

- a. Pursuant to Public Law(s) cited in paragraph c., below, contract funds shall only be used for normal and

recognized executive-legislative relationships. Contract funds shall not be used, for publicity or propaganda purposes; or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.

- b. Contract funds shall not be used to pay salary or expenses of the contractor or any agent acting for the contractor, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

c. Public Law and Section No.	Fiscal Year	Period Covered
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[Applicable information to be included at award]

ARTICLE H.14. OBTAINING AND DISSEMINATING BIOMEDICAL RESEARCH RESOURCES

Unique research resources arising from NIH-funded research are to be shared with the scientific research community. NIH provides guidance, entitled, "Sharing Biomedical Research Resources: Principles and Guidelines for Recipients of NIH Research Grants and Contracts," (Federal Register Notice, December 23, 1999 [64 FR 72090]), concerning the appropriate terms for disseminating and acquiring these research resources. This guidance, found at : <http://ott.od.nih.gov/NewPages/64FR72090.pdf>, is intended to help contractors ensure that the conditions they impose and accept on the transfer of research tools will facilitate further biomedical research, consistent with the requirements of the Bayh-Dole Act and NIH funding policy.

Note: For the purposes of this Article, the terms, "research tools," "research materials," and "research resources" are used interchangeably and have the same meaning.

ARTICLE H.15. HOTEL AND MOTEL FIRE SAFETY ACT OF 1990 (P.L. 101-391)

Pursuant to Public Law 101-391, no Federal funds may be used to sponsor or fund in whole or in part a meeting, convention, conference or training seminar that is conducted in, or that otherwise uses the rooms, facilities, or services of a place of public accommodation that do not meet the requirements of the fire prevention and control guidelines as described in the Public Law. This restriction applies to public accommodations both foreign and domestic.

Public accommodations that meet the requirements can be accessed at: <http://www.usfa.fema.gov/hotel/index.htm>

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

THE FOLLOWING **ARTICLE I.1 GENERAL CLAUSE LISTING(S)** WILL BE APPLICABLE TO MOST CONTRACTS RESULTING FROM THIS RFP. HOWEVER, THE ORGANIZATIONAL STRUCTURE OF THE SUCCESSFUL OFFEROR(S) WILL DETERMINE THE SPECIFIC GENERAL CLAUSE LISTING TO BE CONTAINED IN THE CONTRACT(S) AWARDED FROM THIS RFP:

General Clauses for a Cost-Reimbursement Service Contract

The complete listing of this clause may be accessed at:

<http://rcb.cancer.gov/rcb-internet/appl/general-clauses/clauses.jsp>

ARTICLE I.2. AUTHORIZED SUBSTITUTIONS OF CLAUSES

Any authorized substitutions and/or modifications other than the General Clauses which will be based on the type of contract/Contractor will be determined during negotiations.

It is expected that the following clause(s) will be made part of the resultant contract:

FAR Clauses **52.219-9, Small Business Subcontracting Plan** (July 2005), and **52.219-16, Liquidated Damages--Subcontracting Plan** (January 1999) are deleted in their entirety.

FAR Clause **52.232-20, Limitation Of Cost** (April 1984), is deleted in its entirety and FAR Clause **52.232-22, Limitation Of Funds** (April 1984) is substituted therefor. **[NOTE: When this contract is fully funded, FAR Clause 52.232-22, LIMITATION OF FUNDS will no longer apply and FAR Clause 52.232-20, LIMITATION OF COST will become applicable.]**

ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES

Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations. Any contract awarded from this solicitation will contain the following:

This contract incorporates the following clauses by reference, (unless otherwise noted), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

(1) FAR Clause **52.215-17, Waiver of Facilities Capital Cost of Money** (October 1997).

(2) FAR Clause **52.217-8, Option to Extend Services** (November 1999).

"...The Contracting Officer may exercise the option by written notice to the Contractor within [WILL BE DETERMINED AT THE TIME OF AWARD].

(3) FAR Clause **52.217-9, Option to Extend the Term of the Contract** (March 2000).

"(a) The Government may extend the term of this contract by written notice to the Contractor within [WILL BE DETERMINED AT THE TIME OF AWARD]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 7 YEARS.

(4) FAR Clause **52.219-6, Notice of Total Small Business Set-Aside** (June 2003).

(5) FAR Clause **52.219-14, Limitations on Subcontracting** (December 1996).

(6) FAR Clause **52.224-1, Privacy Act Notification** (April 1984).

(7) FAR Clause **52.224-2, Privacy Act** (April 1984).

(8) FAR Clause **52.227-14, Rights in Data - General** (June 1987).

(9) FAR Clause **52.239-1, Privacy or Security Safeguards** (August 1996).

(10) FAR Clause **52.251-1, Government Supply Sources** (April 1984).

(11) FAR Clause **52.242-3, Penalties for Unallowable Costs** (May 2001).

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CHAPTER 3) CLAUSES:

(1) HHSAR Clause **352.224-70, Confidentiality of Information** (March 2005).

(2) HHSAR Clause **352.270-1, Accessibility of Meetings, Conferences and Seminars to Persons with Disabilities** (January 2001).

c. NATIONAL INSTITUTES OF HEALTH (NIH) RESEARCH CONTRACTING (RC) CLAUSES:

The following clauses are attached and made a part of this contract:

(1) **NIH (RC)-7, Procurement of Certain Equipment** (April 1984) (OMB Bulletin 81-16).

ARTICLE I.4. ADDITIONAL FAR CONTRACT CLAUSES INCLUDED IN FULL TEXT

Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations. Any contract awarded from this solicitation will contain the following:

This contract incorporates the following clauses in full text.

FEDERAL ACQUISITION REGULATION (FAR)(48 CFR CHAPTER 1) CLAUSES:

(1) FAR Clause **52.222-39, Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees** (December 2004)

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain

membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlrb.gov>.

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to--
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
 - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

The following documents are incorporated into this RFP:

SOLICITATION ATTACHMENTS:

Attachment No.	Title	Location
Attachment 1:	Packaging and Delivery of Proposal	See Attachment Section at the end of this RFP
Attachment 2:	Proposal Intent Response Sheet	http://rcb.cancer.gov/rcb-internet/forms/intent.jsp
Attachment 3:	Statement of Work, including Appendices A , B	See Attachment Section at the end of this RFP

TECHNICAL PROPOSAL ATTACHMENTS: (The following attachments must be completed, where applicable, and submitted with the Technical Proposal.)

Attachment No.	Title	Location
Attachment 4:	Summary of Related Activities	http://www.niaid.nih.gov/contract/forms.htm
Attachment 5:	Government Notice for Handling Proposals	http://www.niaid.nih.gov/contract/forms/form7.pdf

BUSINESS PROPOSAL ATTACHMENTS: (The following attachments must be completed, where applicable, and submitted with the Business Proposal.)

Attachment No.	Title	Location
Attachment 6:	Proposal Summary and Data Record, NIH-2043	http://www.niaid.nih.gov/contract/forms.htm
Attachment 7:	Breakdown of Proposed Estimated Costs (plus Fee) with Excel Spreadsheet	http://www.niaid.nih.gov/contract/forms.htm http://ocm.od.nih.gov/contracts/spsh/spshexcl.xls
Attachment 8:	Offeror's Points of Contact	http://www.niaid.nih.gov/contract/forms.htm
Attachment 9:	Certificate of Current Cost or Pricing Data	http://rcb.cancer.gov/rcb-internet/forms/cert-current-cost.pdf
Attachment 10:	Disclosure of Lobbying Activities, OMB Form SF-LLL	http://rcb.cancer.gov/rcb-internet/forms/sfillin.pdf

INFORMATIONAL ATTACHMENTS: (The following Attachments and Reports will become part of any contract resulting from this RFP and will be required during contract performance.)

Attachment No.	Title	Location
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Attachment 11:	Invoice/Financing Request and Contract Financial Reporting Instructions--Cost Reimbursement, NIH(RC)-4	http://rcb.cancer.gov/rcb-internet/forms/rc4.pdf
Attachment 12:	Privacy Act System of Records <i>System of Records No. 09-25-0200 is applicable to this RFP.</i>	http://oma.od.nih.gov/ms/privacy/pa-files/read02systems.htm
Attachment 13:	Procurement of Certain Equipment, NIH(RC)-7	http://www.niaid.nih.gov/contract/forms/NIH-RC-7.pdf
Attachment 14:	Disclosure of Lobbying Activities, OMB Form SF-LLL	http://rcb.cancer.gov/rcb-internet/forms/sfillin.pdf
Attachment 15:	Commitment To Protect Non-Public Information Contractor Agreement	http://irm.cit.nih.gov/security/Nondisclosure.pdf
Attachment 16:	Roster of Employees Requiring Suitability Investigations	http://ais.nci.nih.gov/forms/Suitability-roster.xls
Attachment 17:	Employee Separation Checklist	http://rcb.cancer.gov/rcb-internet/forms/Emp-sep-checklist.pdf

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

SECTION K can be accessed electronically from the INTERNET at the following address:

<http://rcb.cancer.gov/rcb-internet/wkf/sectionk.pdf>

If you are unable to access this document electronically, you may request a copy from the Contracting Officer identified on the cover page of this solicitation.

IF YOU INTEND TO SUBMIT A PROPOSAL, YOU MUST COMPLETE SECTION K AND SUBMIT IT AS PART OF YOUR BUSINESS PROPOSAL.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

1. GENERAL INFORMATION

a. INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION [FAR Provision 52.215-1 (January 2004)]

(a) *Definitions.* As used in this provision--

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing", "writing", or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines

that accepting the late offer would not unduly delay the acquisition; and--

- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
 - (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
 - (e) *Restriction on disclosure and use of data.* (1) The proposal submitted in response to this request may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; provided, that the Government determines that the data is not required

to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the offeror marks the cover sheet of the proposal with the following legend, specifying the particular portions of the proposal which are to be restricted in accordance with the conditions of the legend. The Government's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Freedom of Information Act. The legend reads:

Unless disclosure is required by the Freedom of Information Act, 5 U.S.C. 552, as amended, (the Act) as determined by Freedom of Information (FOI) officials of the Department of Health and Human Services, data contained in the portions of this proposal which have been specifically identified by page number, paragraph, etc. by the offeror as containing restricted information shall not be used or disclosed except for evaluation purposes.

The offeror acknowledges that the Department may not be able to withhold a record (data, document, etc.) nor deny access to a record requested pursuant to the Act and that the Department's FOI officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if the Department has determined that disclosure is required by the Act.

If a contract is awarded to the offeror as a result of, or in connection with, the submission of this proposal, the Government shall have right to use or disclose the data to the extent provided in the contract. Proposals not resulting in a contract remain subject to the Act.

The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under the Act. The data subject to this restriction are contained in pages (insert page numbers, paragraph designations, etc. or other identification).

- (2) In addition, the offeror should mark each page of data it wishes to restrict with the following statement:

"Use or disclosure of data contained on this page is subject to the restriction on the cover sheet of this proposal or quotation."

- (3) Offerors are cautioned that proposals submitted with restrictive legends or statements differing in substance from the above legend may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming legend.

- (f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

- (2) The Government may reject any or all proposals if such action is in the Government's interest.

- (3) The Government may waive informalities and minor irregularities in proposals received.

- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be

conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

Alternate I (October 1997). As prescribed in 15.209(a)(1), substitute the following paragraph (f)(4) for paragraph (f)(4) of the basic provision:

- (f) (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

b. NOTICE OF SMALL BUSINESS SET-ASIDE

- (1) **General.** Bids or proposals under this procurement are solicited only from small business concerns. The procurement is to be awarded only to one or more such concerns, organizations, or individuals. This action is based on a determination by the Contracting Officer, alone or in conjunction with a representative of the Small Business Administration, that it is in the interest of maintaining or mobilizing the Nation's full productive capacity, or in the interest of war or national defense programs, or in the interest of assuring that a fair proportion of Government procurement is placed with small business concerns. Bids or proposals received from others will be considered non-responsive.
- (2) **Definitions.** The term "small business concern" means a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts, and can further qualify under the criteria set forth in the regulations of the Small Business Administration (13 CFR 121.3-8). In addition to meeting these criteria, a manufacturer or a regular dealer submitting bids or proposals in his own name must agree to furnish in the performance of the contract end items manufactured or produced in the United States, its territories and possessions, Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia, by small business concerns. Provided, that this additional requirement does not apply in connection with construction or service contracts.

c. NAICS CODE AND SIZE STANDARD

Note: The following information is to be used by the offeror in preparing its Representations and Certifications (See Section K of this RFP), specifically in completing the provision entitled, SMALL BUSINESS PROGRAM REPRESENTATION, FAR Clause 52.219-1.

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 518210.
- (2) The small business size standard is \$21 million.

d. TYPE OF CONTRACT AND NUMBER OF AWARD(S)

It is anticipated that One Award will be made from this solicitation and that the award will be made on/about March 1, 2006.

It is anticipated that the award from this solicitation will be a multiple-year cost reimbursement type contract, level of effort with a term of 5 years plus 2 option years, and that incremental funding will be used [see Section L.2.c. Business Proposal Instructions].

e. LEVEL OF EFFORT

The Government's requirement for the work set forth in the Statement of Work of this solicitation is ***261,170** direct labor hours. It is estimated that the labor hours are constituted as specified below and will be expended approximately as follows:

Labor Category	Labor Hours						
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 Option Year 1	Year 7 Option Year 2
Professional	1820	1820	1820	1820	1820	1820	1820
Other Professional	34,580	34,580	34,580	34,580	34,580	34,580	34,580
Support	910	910	910	910	910	910	910

*186,550 - Five year base
74,620 - Option year 1 & 2
261,170 - Total direct labor hours

f. **COMMITMENT OF PUBLIC FUNDS**

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

g. **COMMUNICATIONS PRIOR TO CONTRACT AWARD**

Offerors shall direct all communications to the attention of the Contract Specialist or Contracting Officer cited on the face page of this RFP. Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

h. **RELEASE OF INFORMATION**

Contract selection and award information will be disclosed to offerors in accordance with regulations applicable to negotiated acquisition. Prompt written notice will be given to unsuccessful offerors as they are eliminated from the competition, and to all offerors following award.

i. **COMPARATIVE IMPORTANCE OF PROPOSALS**

You are advised that paramount consideration shall be given to the evaluation of technical proposals. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. The relative importance of the evaluation factors are specified in SECTION M of this solicitation. However, the Government reserves the right to make an award to the best advantage of the Government, cost and other factors considered.

j. **PREPARATION COSTS**

This RFP does not commit the Government to pay for the preparation and submission of a proposal.

k. **SERVICE OF PROTEST (AUGUST 1996) - FAR 52.233-2**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Theresa H. Shroff
Contracting Officer
Research Contracts Branch
National Cancer Institute
EPS, Room 6002
6120 EXECUTIVE BLVD MSC 7195
BETHESDA MD 20892-7195

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

2. INSTRUCTIONS TO OFFERORS

a. GENERAL INSTRUCTIONS

INTRODUCTION

The following instructions will establish the acceptable minimum requirements for the format and contents of proposals. Special attention is directed to the requirements for technical and business proposals to be submitted in accordance with these instructions.

(1) Contract Type and General Clauses

It is contemplated that a cost-reimbursement level of effort type contract will be awarded. (See General Information) Any resultant contract shall include the clauses applicable to the selected offeror's organization and type of contract awarded as required by Public Law, Executive Order, or acquisition regulations in effect at the time of execution of the proposed contract.

(2) Authorized Official and Submission of Proposal

The proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. Your proposal shall be submitted in the number of copies, to the addresses, and marked as indicated in the Attachment entitled, PACKAGING AND DELIVERY OF PROPOSAL, Part III, Section J hereof. Proposals will be typewritten, paginated, reproduced on letter size paper and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:

I. COVER PAGE

Include RFP title, number, name of organization, DUNS No., identification of the proposal part, and indicate whether the proposal is an original or a copy.

II. TECHNICAL PROPOSAL

It is recommended that the technical proposal consist of a cover page, a table of contents, and the information requested in the Technical Proposal Instructions and as specified in SECTION J, List of Attachments.

III. BUSINESS PROPOSAL

It is recommended that the business proposal consist of a cover page, a table of contents, and the information requested in the Business Proposal Instructions and as specified in SECTION J, List of Attachments.

(3) Proposal Summary and Data Record (NIH-2043)

The Offeror must complete the Form NIH-2043, attached, with particular attention to the length of time the proposal is firm and the designation of those personnel authorized to conduct negotiations. (See Section J, Attachment entitled, PROPOSAL SUMMARY AND DATA RECORD.)

(4) Separation of Technical and Business Proposals

The proposal must be prepared in two parts: a "Technical Proposal" and a "Business Proposal." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal must include direct cost and resources information, such as labor-hours and categories and applicable rates, materials, subcontracts, travel, etc., and associated costs so that the offeror's understanding of the project may be evaluated (See Attachment entitled, TECHNICAL PROPOSAL COST INFORMATION/SUMMARY OF LABOR AND DIRECT COSTS). However, the technical proposal should **not** include pricing data relating

to individual salary information, indirect cost rates or amounts, fee amounts (if any), and total costs. The technical proposal should disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.

(5) **Alternate Proposals**

You may, at your discretion, submit alternate proposals, or proposals which deviate from the requirements; provided, that you also submit a proposal for performance of the work as specified in the statement of work. Such proposals may be considered if overall performance would be improved or not compromised and if they are in the best interests of the Government. Alternative proposals, or deviations from any requirements of this RFP, shall be clearly identified.

(6) **Evaluation of Proposals**

The Government will evaluate technical proposals in accordance with the criteria set forth in Part IV, Section M of this RFP.

(7) **Potential Award Without Discussions**

The Government reserves the right to award a contract without discussions if the Contracting Officer determines that the initial prices are fair and reasonable and that discussions are not necessary.

(8) **Use of the Metric System of Measurement**

It is the policy of the Department of Health and Human Services to support the Federal transition to the metric system and to use the metric system of measurement in all procurement, grants, and other business related activities unless such use is impracticable or is likely to cause significant inefficiencies.

The offeror is encouraged to prepare their proposal using either "Hard Metric," "Soft Metric," or "Dual Systems" of measurement. The following definitions are provided for your information:

Hard Metric - The replacement of a standard inch-pound size with an accepted metric size for a particular purpose. An example of size substitution might be: selling or packaging liquids by the liter instead of by the pint or quart (as for soft drinks), or instead of by the gallon (as for gasoline).

Soft Metric - The result of a mathematical conversion of inch-pound measurements to metric equivalents for a particular purpose. The physical characteristics are not changed.

Dual Systems - The use of both inch-pound and metric systems. For example, an item is designed, produced, and described in inch-pound values with soft metric values also shown for information or comparison purposes.

(a) **Sharing Research Data**

[Note: The NIH Guide announcement referenced below states that this policy is applicable to "all investigator-initiated applications with direct costs greater than \$500,000 in any single year." This is an overall grant policy which requires that an applicant must seek agreement by NIH to accept assignment of their application in advance of the submission date. As such, this policy has not correlation to the contract process, therefore, the threshold is not applicable to contracts. Thus, this article applies to any contract that may generate research data.]

The NIH endorses the sharing of final research data to expedite the translation of research results into knowledge, products, and procedures to improve human health. This contract is expected to generate research data. Therefore, the offeror must submit a plan for data sharing or state why data sharing is not possible. If data sharing is limited, the offeror should explain such limitations in its data sharing plan. NIH's data sharing policy may be found at the following Web site:

<http://grants.nih.gov/grants/guide/notice-files/NOT-OD-03-032.html>

[If the resultant contract is part of a collaborative program involving multiple sites, the data sharing will be governed by a dissemination plan to be developed jointly following award. Offerors must include in their proposals a statement of willingness to work collaboratively after award with the other funded sites to prepare a joint dissemination plan. Coordinating Center proposals should describe methods to coordinate the dissemination planning and implementation. The Coordinating Center must include a budget and justification for any additional costs of this collaborative effort.]

(9) Privacy Act - Treatment of Proposal Information

The Privacy Act of 1974 (P.L. 93-579) requires that a Federal agency advise each individual whom it asks to supply information, the authority which authorizes the solicitation, whether disclosure is voluntary or mandatory, the principal purpose or purposes for which the information is intended to be used, the uses outside the agency which may be made of the information, and the effects on the individual, if any, of not providing all or any part of the requested information.

The NIH is requesting the information called for in this RFP pursuant to the authority provided by Sec. 301(a)(7) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.

Providing the information requested is entirely voluntary. The collection of this information is for the purpose of conducting an accurate, fair, and adequate review prior to a discussion as to whether to award a contract.

Failure to provide any or all of the requested information may result in a less than adequate review.

In addition, the Privacy Act of 1974 (P.L. 93-579, Section 7) requires that the following information be provided when individuals are requested to disclose their social security number.

Provision of the social security number is voluntary. Social security numbers are requested for the purpose of accurate and efficient identification, referral, review and management of NIH contracting programs. Authority for requesting this information is provided by Section 301 and Title IV of the PHS Act, as amended.

The information provided by you may be routinely disclosed for the following purposes:

- to the cognizant audit agency and the General Accounting Office for auditing.
- to the Department of Justice as required for litigation.
- to respond to congressional inquiries.
- to qualified experts, not within the definition of Department employees, for opinions as a part of the review process.

(10) Selection of Offerors

- a) The acceptability of the [scientific and] technical portion of each [research] contract proposal will be evaluated by a technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- b) The business portion of each contract proposal will be subjected to a cost and price analysis, management analysis, etc.
- c) If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposal (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.
- d) If the Government intends to conduct discussions prior to awarding a contract-

- (1) Communications will be held with offerors whose past performance information is the

determining factor preventing them from being placed within the competitive range. Such communications shall address adverse past performance information to which an offeror has not had a prior opportunity to respond. Also, communications may be held with any other offerors whose exclusion from, or inclusion in, the competitive range is uncertain.

Such communications shall not be used to cure proposal deficiencies or omissions that alter the technical or cost elements of the proposal, and/or otherwise revise the proposal, but may be considered in rating proposals for the purpose of establishing the competitive range.

- (2) The Contracting Officer will, in concert with program staff, decide which proposals are in the competitive range. The competitive range will be comprised of all of the most highly rated proposals. Oral or written discussions will be conducted with all offerors in the competitive range.

While it is NCI's policy to conduct discussions with all offerors in the competitive range, NCI reserves the right, in special circumstances, to limit the number of proposals included in the competitive range to the greatest number that will permit an efficient competition. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance, and contractual terms and conditions. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a written Final Proposal Revision (FPR) with the reservation of the right to conduct finalization of details with the selected source in accordance with HHSAR 315.370.

- e) The process described in FAR 15.101-1 will be employed, which permits the Government to make tradeoffs among cost or price and non-cost factors and to consider award to other than the lowest price offeror or other than the highest technically rated offeror. This process will take into consideration the results of the technical evaluation, the past performance evaluation (if applicable) and the cost analysis.
- f) The NCI reserves the right to make a single award, multiple awards, or no award at all to the RFP. In addition, the RFP may be amended or canceled as necessary to meet NCI requirements. Synopses of awards exceeding \$25,000 will be published in FedBizOpps.

(11) Past Performance Information

- a) Offerors shall submit the following information as part of their business proposal.

A list of the last five contracts completed during the past three years and all contracts currently in process that are similar in nature to the solicitation workscope. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial concerns. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel.

Include the following information for each contract or subcontract:

1. Name of Contracting Organization
2. Contract Number (for subcontracts, provide the prime contract number and the subcontract number)
3. Contract Type
4. Total Contract Value
5. Description of Requirement
6. Contracting Officer's Name and Telephone Number
7. Program Manager's Name and Telephone Number
8. Standard Industrial Code

The offeror shall submit comparable information on all subcontractors that the offeror proposes to perform a major subcontract under this effort. For the purpose of this solicitation, a "major subcontract" is defined as.

The offeror may provide information on problems encountered on the identified contracts and the offeror's corrective actions.

- b) Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. The Government is not required to contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's past performance.

(12) Electronic and Information Technology Accessibility

Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by P.L.105-220 under Title IV (Rehabilitation Act Amendments of 1998) and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR part 1194) require that all EIT acquired must ensure that:

- a. Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities; and
- b. Members of the public with disabilities seeking information or services from an agency have access to and use of information and data that is comparable to the access to and use of information and data by members of the public who are not individuals with disabilities.

This requirement includes the development, maintenance, and/or use of EIT products/services, therefore, any proposal submitted in response to this solicitation must demonstrate compliance with the established EIT Accessibility Standards.

Further information about Section 508 is available via the Internet at <http://www.section508.gov> .

(13) Solicitation Provisions Incorporated by Reference, FAR 52.252-1 (February 1998)

This Solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

- a) Data Universal Numbering System (DUNS) Number, FAR Clause 52.204-6 (October 2003).
- b) Facilities Capital Cost of Money, FAR Clause 52.215-16, (October 1997).
- c) Order of Precedence-Uniform Contract Format, FAR Clause 52.215-8, (October 1997).
- d) Preaward On-Site Equal Opportunity Compliance Evaluation, (Over \$10,000,000), FAR Clause 52.222-24, (February 1999).
- e) Identification of Uncompensated Overtime, FAR Clause 52.237-10, (October 1997).

b. TECHNICAL PROPOSAL INSTRUCTIONS

A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of important events or tasks.

(1) Technical Discussions

The technical discussion included in the technical proposal should respond to the items set forth below:

b) Statement of Work

(1) Objectives

State the overall objectives and the specific accomplishments you hope to achieve. Indicate the rationale for your plan, and relation to comparable work in progress elsewhere. Review pertinent work already published which is relevant to this project and your proposed approach. This should support the scope of the project as you perceive it.

(2) Approach

Use as many subparagraphs, appropriately titled, as needed to clearly outline the general plan of work. Discuss phasing of research and, if appropriate, include experimental design and possible or probable outcome of approaches proposed.

(3) Methods

Describe in detail the methodologies you will use for the project, indicating your level of experience with each, areas of anticipated difficulties, and any unusual expenses you anticipate.

(4) Schedule

Provide a schedule for completion of the work and delivery of items specified in the statement of work. Performance or delivery schedules shall be indicated for phases or segments, as applicable, as well as for the overall program. Schedules shall be shown in terms of calendar months from the date of authorization to proceed or, where applicable, from the date of a stated event, as for example, receipt of a required approval by the Contracting Officer. Unless the request for proposal indicates that the stipulated schedules are mandatory, they shall be treated as desired or recommended schedules. In this event, proposals based upon the offeror's best alternative schedule, involving no overtime, extra shift or other premium, will be accepted for consideration.

c) Personnel

Describe the experience and qualifications of personnel who will be assigned for direct work on this program. Information is required which will show the composition of the task or work group, its general qualifications, and recent experience with similar equipment or programs. Special mention shall be made of direct technical supervisors and key technical personnel, and the approximate percentage of the total time each will be available for this program.

OFFERORS SHOULD ASSURE THAT THE PRINCIPAL INVESTIGATOR, AND ALL OTHER PERSONNEL PROPOSED, SHALL NOT BE COMMITTED ON FEDERAL GRANTS AND CONTRACTS FOR MORE THAN A TOTAL OF 100% OF THEIR TIME. IF THE SITUATION ARISES WHERE IT IS DETERMINED THAT A PROPOSED EMPLOYEE IS COMMITTED FOR MORE THAN 100% OF HIS OR HER TIME, THE GOVERNMENT WILL REQUIRE ACTION ON THE PART OF THE OFFEROR TO CORRECT THE TIME COMMITMENT.

(1) Principal Investigator/Project Director

List the name of the Principal Investigator/Project Director responsible for overall implementation of the contract and key contact for technical aspects of the project. Even though there may be co-investigators, identify the Principal Investigator/Project Director who will be responsible for the overall implementation of any awarded contract. Discuss the qualifications, experience, and accomplishments of the Principal Investigator/Project Director. State the estimated time to be spent on the project, his/her proposed duties, and the areas or phases for which he/she will be responsible.

(2) Other Investigators

List all other investigators/professional personnel who will be participating in the project. Discuss the qualifications, experience, and accomplishments. State the estimated time each will spend on the project, proposed duties on the project, and the areas or phases for which each will be responsible.

(3) Additional Personnel

List names, titles, and proposed duties of additional personnel, if any, who will be required for full-time employment, or on a subcontract or consultant basis. The technical areas, character, and extent of subcontract or consultant activity will be indicated and the anticipated sources will be specified and qualified. For all proposed personnel who are not currently members of the offeror's staff, a letter of commitment or other evidence of availability is required. A resume does not meet this requirement. Commitment letters for use of consultants and other personnel to be hired must include:

- The specific items or expertise they will provide.
- Their availability to the project and the amount of time anticipated.
- Willingness to act as a consultant.
- How rights to publications and patents will be handled.

(4) Resumes

Resumes of all key personnel are required. Each must indicate educational background, recent experience, specific or technical accomplishments, and a listing of relevant publications.

(2) Technical Evaluation

Proposals will be technically evaluated in accordance with the factors, weights, and order of relative importance as described in the Technical Evaluation Criteria (Section M.d., hereof).

(3) Additional Technical Proposal Information

- a) Proposals which merely offer to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for award. The offeror must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.
- b) The technical evaluation is conducted in accordance with the weighted technical evaluation criteria by an initial review panel. This evaluation produces a numerical score (points) which is based upon the information contained in the offeror's proposal only.

(4) Other Considerations

Record and discuss specific factors not included elsewhere which support your proposal. Using specifically titled subparagraphs, items may include:

- a) Any agreements and/or arrangements with subcontractor(s). Provide as much detail as necessary to explain how the statement of work will be accomplished within this working relationship.
- b) Unique arrangements, equipment, etc., which none or very few organizations are likely to have which is advantageous for effective implementation of this project.
- c) Equipment and unusual operating procedures established to protect personnel from hazards associated with this project.
- d) Other factors you feel are important and support your proposed research.
- e) Recommendations for changing reporting requirements if such changes would be more compatible with the offeror's proposed schedules.

(5) **Information Technology Systems Security**

IMPORTANT NOTE TO OFFERORS: The following information shall be addressed in a separate section of the Technical Proposal entitled, "Information Security."

The Statement of Work (SOW) requires the successful offeror to develop or access Federal automated information systems. Pursuant to the DHHS Information Security Program Policy (<http://www.hhs.gov/read/irmpolicy/FINALHHSInformationSecurityProgramP.doc>), the following requirements apply:

(a) Information Type

☐ **Administrative, Management and Support Information:**

☒ **Mission Based Information:**

(b) Security Categories and Levels

Confidentiality	Level:	<input type="checkbox"/> Low	<input checked="" type="checkbox"/> Moderate	<input type="checkbox"/> High
Integrity	Level:	<input type="checkbox"/> Low	<input checked="" type="checkbox"/> Moderate	<input type="checkbox"/> High
Availability	Level:	<input checked="" type="checkbox"/> Low	<input type="checkbox"/> Moderate	<input type="checkbox"/> High

Overall **Level:** ☐ **Low** ☒ **Moderate** ☐ **High**

(c) Position Sensitivity Designations

Prior to award, the Government will determine the position sensitivity designation for each contractor employee that the successful offeror proposes to work under the contract. For proposal preparation purposes, the following designations apply:

☐ **Level 6: Public Trust - High Risk (Requires Suitability Determination with a BI).** Contractor employees assigned to a Level 6 position are subject to a Background Investigation (BI).

☒ **Level 5: Public Trust - Moderate Risk (Requires Suitability Determination with NACIC, MBI or LBI).** Contractor employees assigned to a Level 5 position with no previous investigation and approval shall undergo a National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), a Minimum Background Investigation (MBI), or a Limited Background Investigation (LBI).

- [] **Level 1: Non Sensitive (Requires Suitability Determination with an NACI).** Contractor employees assigned to a Level 1 position are subject to a National Agency Check and Inquiry Investigation (NACI).

Upon award, the contractor will be required to submit a roster of all IT staff working under the contract. The Government will determine the appropriate level of suitability investigation required for each staff member.

Contractor employees who have met investigative requirements within the past five years may only require an updated or upgraded investigation.

(d) Systems Security Plan

The offeror's proposal must:

- (1) Include a detailed plan of its present and proposed systems security programs commensurate with the size and complexity of the requirements of the Statement of Work. Offerors must use: **NIH Systems Security Plan Template** (detailed) at: <http://irm.cit.nih.gov/security/secplantemp.doc>; or **NIH Systems Security Plan Outline** (outline only) at: http://irm.cit.nih.gov/nihsecurity/Security_Plan_Outline.doc.

OR

- (1) Include a plan commensurate with the size and complexity of the requirements of the Statement of Work. The minimum areas to be addressed include, but are not limited to administrative, technical, and physical security as follows:
- (i) Security Awareness Training
 - (ii) Logical Access Control
 - Network (ex: firewall)
 - System (ex: network OS, tcp wrappers, SSH)
 - Application (ex: S-LDAP, SSL)
 - Remote Access (ex: VPN)
 - Monitoring and support (ex: IDS, pager, NOC)
 - (iii) Protection against data loss
 - OS security (ex: patch management, configuration)
 - Application security (ex: patch management)
 - Database security
 - Back-up and recovery
 - Fault tolerance, high availability
 - (iv) Malicious Code Protection (ex: Antivirus, filtering of e-mail attachments, etc)
 - (v) Physical Security
 - Access control (ex: locks, guards)
 - Power conditioning and/or UPS
 - Air conditioning
 - Fire protection

Include an acknowledgment of its understanding of the security requirements.
Provide similar information for any proposed subcontractor developing or accessing an AIS.

The SSP that the offeror must submit with its proposal shall be finalized in coordination with the Project Officer no later than 90 calendar days after contract award.

(e) Information Systems Security Training

DHHS policy requires contractors receive security training commensurate with their responsibilities for performing work under the terms and conditions of their contractual agreements.

The successful offeror will be responsible for assuring that each contractor employee has completed the NIH Computer Security Awareness Training course(<http://irtsectraining.nih.gov/>) prior to performing any contract work, and on an annual basis thereafter, during the period of performance of the contract. The successful offeror shall maintain a listing of all individuals who have completed this training and shall submit this listing to the Project Officer.

Additional security training requirements commensurate with the position may be required as defined in NIST Special Publication 800-16, Information Technology Security Training Requirements (<http://csrc.nist.gov/publications/nistpubs/800-16/800-16.pdf>). This document provides information about information security training that may be useful to potential offerors.

(f) References

- (6) DHHS Information Security Program Policy:
<http://www.hhs.gov/read/irmpolicy/FINALHHSInformationSecurityProgramP.doc>
- (2) DHHS Personnel Security/Suitability Handbook: <http://www.hhs.gov/ohr/manual/pssh.pdf>
- (3) NIH Systems Security Plan Template: <http://irm.cit.nih.gov/security/secplantemp.doc>
- (4) NIH Systems Security Plan Outline: http://irm.cit.nih.gov/nihsecurity/Security_Plan_Outline.doc
- (5) NIH Computer Security Awareness Training Course: <http://irtsectraining.nih.gov/>
- (6) NIST Special Publication 800-16, Information Technology Security Training Requirements:
<http://csrc.nist.gov/publications/nistpubs/800-16/800-16.pdf>
Appendix A-D:
<http://csrc.nist.gov/publications/nistpubs/800-16/AppendixA-D.pdf>
- (7) NIST SP 800-18, Guide for Developing Security Plans for Information Technology Systems:
<http://csrc.nist.gov/publications/nistpubs/index.html>
- (8) NIST SP 800-60, Guide for Mapping Types of Information and Information Systems to Security Categories, Volume I: <http://csrc.nist.gov/publications/nistpubs/800-60/SP800-60V1-final.pdf>
- (9) NIST SP 800-60, Guide for Mapping Types of Information and Information Systems to Security Categories, Volume II: <http://csrc.nist.gov/publications/nistpubs/800-60/SP800-60V2-final.pdf>
- (10) NIST SP 800-64, Security Considerations in the Information System Development Life Cycle:
<http://csrc.nist.gov/publications/nistpubs/800-64/NIST-SP800-64.pdf>

Proposal Instructions Specific to this RFP

Not all of the specific projects to be supported under this contract are listed or can be predicted at this time. These projects will vary in size, complexity and duration; they range from long-term projects to special studies. These include development and maintenance of multi-institutional collaborative screening or clinical trials, biostatistical studies on various aspects of cancer using one or more data files, development of statistical and epidemiological methodology for carrying out such research projects, pilot or feasibility screening and/or prevention trials, the conduct of epidemiologic and biostatistical studies of cancer screening and cancer prevention. Some projects require computer science expertise in information retrieval and data analysis of existing databases which can only be carried out by the design and development of specialized software; others require the application of general purpose or existing software for data organization, maintenance and analysis. Some projects require data collection expertise in a variety of medical research settings, which will necessitate the development of test instruments and coding instruction manuals, and the timely editing of data using rigorous quality control procedures; other projects require the utilization of existing data collection methods and procedures. In the majority of circumstances a high level of professional and technical expertise is required since turn-around time should be rapid, complex situations must be quickly assimilated, and accurate solutions produced using state-of-the-art technology.

The purpose of this procurement is to provide computer-related technical support services, primarily systems design, computer programming, system documentation, and operational support to the Biometry Research Group, Division of Cancer Prevention (DCP), National Cancer Institute (NCI), National Institutes of Health. This is not a contract for statistical consultation or services. The computer-related support that shall be provided falls into three main categories: (1) data management activities; (2) systems design and development; and (3) statistical analysis and modeling. Data management involves keying, formatting, and editing data collected from field studies. Systems design and development entail defining technical specification requirements and developing the program language code required to implement automated solutions. Statistical analysis and modeling involve using standard software packages and developing specialized software to carry out analyses under the general guidance of Biometry Research Group personnel. Total support for any one project often involves aspects of more than one of these activities.

The Statement of Work requires that the Contractor develop efficient data handling and analytic computer systems, programs, and routines to manage and analyze large sets of biomedical data involving complex statistical analyses. Individual tasks are initiated by investigators who provide specifications to the Contractor's Project Manager or to other key contractor personnel. Requirements are documented by contractor staff and agreed to by the investigator or a technical designee. Periodic meetings are held to resolve problems and to monitor progress. Receipt of deliverables is documented as part of the regular reporting process. The Project Officer will establish priorities when resources are insufficient to fill current requests and will review and approve the design, development, and documentation of all large complex systems.

Offerors should provide specific, concise, and relevant experience of the persons to fill the positions of Project Manager and all other personnel. Curricula vitae for all personnel must be submitted (limit 4 single-sided pages per person). For each person listed, the Offeror should indicate the proposed position and time commitment, along with the amount of percentage of time obligated or committed to other projects (name of project, source of funding, duration, amount of time committed to project). For each person listed a brief summary must be given of relevant education and of relevant training and experience in biomedical research and computing, indicating dates, places and number of years. If assignments overlapped the areas of project management, systems analysis/design, computer programming, data management, medical coding or other appropriate fields the Offeror should estimate the percentage of time spent performing each function and adjust the years of experience accordingly.

The Offeror should provide a cross-tabulation of personnel with respect to capabilities and experience relevant to capability requirements specified in this RFP. There are no minimum educational levels for any of the personnel for this contract. Each person will be evaluated on his or her own merit.

The Contractor must demonstrate, in the technical proposal, the ability to be available within 24 hours notice for meetings and for receipt and delivery of reports and materials at the National Institutes of Health off-campus building for DCP, currently Executive Plaza North, Suite 3131, 6130 Executive Boulevard MSC 7354, Rockville, Maryland 20852, and Building 31, on the NIH Campus, 9000 Rockville Pike, Bethesda, Maryland 20892. The Contractor will be in daily contact with the NCI staff as programming support in the development of statistical methodology is largely an interactive process and requires close monitoring by the statistician to insure that erroneous avenues are detected

early and appropriate course corrections are made. The technical proposal must demonstrate how the offeror can meet this requirement. This requirement is necessary because of the frequent interaction with NCI staff needed to facilitate timely completion of all projects.

The Contractor will use the NIH/CIT Computer Facility for program development and data processing. Both computer systems at CIT can be accessed via telephone lines. Researchers in the Biometry Research Group use this facility and the use by the Contractor will eliminate the need to transfer data sets and programs from one computer to another. The software availability and systems support for the CIT facility are excellent and make it one of the largest and most sophisticated non-defense computer installations in the world. All of the Research Group's current studies and projects use this facility as well as the other projects from DCP and other NCI divisions on which Research Group personnel are likely to collaborate. The CIT facility also provides security procedures, which protect the integrity and limit the accessibility of sensitive data in accordance with the Privacy Act of 1974 (Public Law 93-579). Routine daily backup of data files insures virtual recovery of inadvertently "scratched" or destroyed datasets.

The contractor shall provide system administration and management of a computing infrastructure within their facilities to support the scope of work in this RFP. The computing services and storage capabilities will be made available to authorized users in the contractor's staff and DCP investigators as appropriate. The approach to the physical facility, administration and management of the system resources, controlling access to the resources, software installation and maintenance, and user support/training are to be described. Computing resources for SAS analysis, application development, and Web development must be available.

The contractor shall provide systems engineering support for the computing resources. This will include system administration, operation, user support, system back-ups, and upgrading of the computer resources. A highly reliable environment with minimal downtime that is available 24 hours a day, seven days a week is a requirement. File servers are also needed for the centralized storage of data with adequate backup and recovery facilities. Security of these computing resources and disaster recovery plans must be defined. Physical security of the facilities must also be addressed.

The following software will need to be available on the computer resources.

- o SAS
- o Crisp text editor
- o gzip
- o SyncSort
- o Sybase
- o Postgress
- o Stronghold/Apache Web Server
- o PHP with the

Stronghold/Apache Web Server

- o Plone
- o C/C++
- o Perl
- o Perl DBI
- o FORTRAN

The Contractor must have available or demonstrate the ability to make available a graphics display computer terminal along with a copying device for making copies for use on this project.

The following provides examples of projects for which the contractor will provide data processing support. Although this is not a complete list and several of these projects have been started, it is presented as a sample of the type of projects for which computer support will be needed. The Contractor must show considerable initiative and work independently in the development of these data collection systems.

- a. Design, writes, documents, and maintains an interactive recode and statistical data analysis system to be

operational on the CIT computer facility's HELIX computer system. Convert existing programs to run on PC's. This system is comprised of user friendly and conversational program modules, which can be used, by NCI staff or contractor personnel to perform statistical data analysis. Programs to assist with or provide the following are included: screening of prognostic factors, survival analysis and curve graphing, covariate modeling of survival, descriptive statistics, least-squares regression analysis, power and sample size calculations, table making, data subsetting, two variable scatter plots and analysis of time dependent covariates.

- b. Work with researchers in the Biometry Research Group to develop simulation studies of breast cancer risk in screened and unscreened populations using a case-control design methodology and convert the costly simulation programs to run in a more cost efficient microcomputer environment.
- c. Code, edit and analyze cell proliferation data as part of an intermediate endpoint analysis for the Polyp Prevention Trial.
- d. Work with independent researchers to capture and code data generated from laboratory tests of genetic susceptibility for cancer.
- e. Work with NCI and outside researchers in the analysis and reporting of results derived from the Prostate, Lung, Colorectal and Ovarian Screening Trial (PLCO).
- f. Travel to meetings and participate in the compilation and presentation of results to the Steering Committee of the PLCO Trial.
- g. Design and implement a PC based mailing list system for use by the Office of Preventive Oncology.
- h. Develop bar charts to show the distributions of Quality of Life data collected from the Polyp Prevention Trial.
- i. Assist NCI researchers in the development of graphics and slides for presentation at scientific meetings.
- j. Work with Biometry and other Division (DCP) investigators involved in the testing of chemopreventive agents for various cancers and become the interface for data collection activities associated with these studies. This involves the specification of compatible computer systems and data definitions.
- k. Assist in the analysis of nutrient intake data in humans when an unbiased marker is available, and assist in the evaluation of measurement error structure of dietary assessment instruments in nutritional epidemiologic studies.

The work scope requires that the contractor display knowledge of graphics display software and use of the CIT IBM-370 mainframe as well as other CIT facilities, particularly the HELIX System. Although the statistical analysis of these data will be conducted under the close supervision of members of the Research Group, the contractor's Project Leader and/or key personnel should be experienced in the statistical analysis of medical data and some formal training in statistics is desirable.

c. BUSINESS PROPOSAL INSTRUCTIONS

(1) Basic Cost/Price Information

The business proposal must contain sufficient information to allow the Government to perform a basic analysis of the proposed cost or price of the work. This information shall include the amounts of the basic elements of the proposed cost or price. These elements will include, as applicable, direct labor, fringe benefits, travel, materials, subcontracts, purchased parts, shipping, indirect costs and rate, fee, and profit.

- b) The information submitted shall be at the level of detail described below.

1. Direct Labor

Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category. Key personnel will be separately estimated as above and identified. Give the basis for the estimates in each case.

2. **Materials**

Provide a consolidated price summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.).

3. **Subcontracted Items**

Include parts, components, assemblies, and services that are to be produced or performed by others in accordance with offeror's design, specifications, or direction and that are applicable only to the prime contract. For each subcontract over \$550,000, the support should provide a listing by source, item, quantity, price, type of subcontract, degree of competition, and basis for establishing source and reasonableness of price, as well as the results of review and evaluation of subcontract proposals when required by FAR 15.404-3.

4. **Raw Materials**

Consists of material in a form or state that requires further processing. Provide priced quantities of items required for the proposal.

5. **Purchased Parts**

Includes material items not covered above. Provide priced quantities of items required for the proposal.

6. **Fringe Benefits**

Show fringe benefits as a separate line item. Include the rate(s) and/or method of calculating fringe benefits. Provide a copy of your fringe benefit rate or institutional guidelines.

7. **Indirect Costs**

Indicate how offeror has computed and applied offeror's indirect costs, including cost breakdowns, and provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation. Where a rate agreement exists, provide a copy.

8. **Special Equipment**

If direct charge, list any equipment proposed including description, price, quantity, total price, purchase or lease, and the basis for pricing.

9. **Travel**

Provide the cost of travel including destination, duration, purpose, per diem, transportation, and the basis for pricing.

10. **Other Costs**

List all other costs not otherwise included in the categories described above (e.g., computer services, consultant services) and provide basis for pricing.

(2) **Requirements for Cost or Pricing Data or Information Other than Cost and Pricing Data** [FAR Clause 52.215-20 (October 1997)]

(a) Exceptions from cost or pricing data.

- (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
 - (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
 - (ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--
 - (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
 - (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
 - (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

Alternate I (October 1997). As prescribed in 15.408(I), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:

(b)(1) The offeror shall submit cost or pricing data and supporting attachments in the following format:

The format specified in paragraph L.2.c.(4) Cost and Pricing Data, subparagraph 3. Formats for Submission of Line Item Summaries shall be used for the submission cost information. Submission of all other cost or pricing data shall be in accordance with Table 15-2 in FAR 15.408.

(3) **Total Compensation Plan - Instructions**

[NOTE: This document is INCLUDED in the "Just In Time" procedures. Specific instructions for the submission of this document are outlined in SECTION L.1.a. of this RFP.]

- a) Total compensation (salary and fringe benefits) of professional employees under service contracts may, in some cases, be lowered by recompetition of these contracts. Lowering of compensation can be detrimental in obtaining the necessary quality of professional services needed for adequate performance of service contracts. It is, therefore, in the best interest of the Government that professional employees, as defined in 29 CFR Part 541, be properly compensated in these contracts. All offerors [included in the competitive range will be required to/as a part of their business proposal] will submit a "Total Compensation Plan" (salaries and fringe benefits) for these professional employees for evaluation purposes.
- b) The Government will evaluate the Total Compensation Plan to ensure that this compensation reflects a sound management approach and an understanding of the requirements to be performed. It will include an assessment of the offeror's ability to provide uninterrupted work of high quality. The total compensation proposed will be evaluated in terms of enhancing recruitment and retention of personnel and its realism and consistency with a total plan for compensation (both salaries and fringe benefits).
- c) Evaluation for award, therefore, will include an assessment of the Total Compensation Plan submitted by each offeror.

(4) **Total Compensation Plan - Evaluation**

a) **Total Compensation Plan (Professional Employees)**

In establishing compensation levels for professional employees, the total compensation (both salaries and fringe benefits) proposed shall reflect a clear understanding of the requirements of the work to be accomplished and the suitability of the proposed compensation structure to obtain and retain qualified personnel to meet mission objectives. The salary rates or ranges must recognize the distinct differences in professional skills and the complexity of varied disciplines as well as job difficulty. Proposals offering total compensation levels less than currently being paid by the predecessor Contractor for the same work will be evaluated, in addition to the above, on the basis of maintaining program continuity, uninterrupted work of high quality, and availability of required competent professional employees. Offerors are cautioned that instances of lowered compensation for essentially the same professional work may be considered a lack of sound management judgment in addition to indicating a lack of understanding of the requirement.

b) **Cost (Professional Compensation)**

Proposals which are unrealistically low or do not reflect a reasonable relationship of compensation to the professional job categories so as to impair the Contractor's ability to recruit and retain competent professional employees, may be viewed as reflecting a failure to comprehend the complexity of the contract requirements. The Government is concerned with the quality and stability of the work force to be employed on this contract. The compensation data required will be used in evaluation of the offeror's understanding of the contract requirements.

c) **Other (Labor Relations)**

An assessment of the potential for adverse effect upon performance and maintenance of the required number of professional employees with requisite skills resulting from an unrealistically low compensation structure will also be made.

d) **Federal Acquisition Regulation Clauses incorporated by Reference**

FAR Clause 52.222-46, Evaluation of Compensation for Professional Employees (FEBRUARY 1993).

(5) **Qualifications of the Offeror**

You are requested to submit a summary of your "General Experience, Organizational Experience Related to this RFP, Performance History and Pertinent Contracts."

a) **General Experience**

General experience is defined as general background, experience and qualifications of the offeror. A discussion of proposed facilities which can be devoted to the project may be appropriate.

b) **Organizational Experience Related to the RFP**

Organizational experience is defined as the accomplishment of work, either past or on-going, which is comparable or related to the effort required by this RFP. This includes overall offeror or corporate experience, **but not** the experience and/or past performance of individuals who are proposed as personnel involved with the Statement of Work in this RFP.

c) **Performance History**

Performance history is defined as meeting contract objectives within delivery and cost schedules on efforts, either past or on-going, which is comparable or related to the effort required by this RFP.

d) **Pertinent Contracts**

Pertinent contracts is defined as a listing of each related contract completed within the last three years or currently in process. The listing should include: 1) the contract number; 2) contracting agency; 3) contract dollar value; 4) dates contract began and ended (or ends); 5) description of contract work; 6) explanation of relevance of work to this RFP; 7) actual delivery and cost performance versus delivery and cost agreed to in the contract(s). For award fee contracts, separately state in dollars the base fee and award fee available and the award fee actually received. The same type of organizational experience and past performance data should be submitted.

e) **Pertinent Grants**

List grants supported by the Government that involved similar or related work to that called for in this RFP. Include the grant number, involved agency, names of the grant specialist and the Science Administrator, identification of the work, and when performed.

You are cautioned that omission or an inadequate or inaccurate response to this very important RFP requirement could have a negative effect on the overall selection process. Experience and past performance are factors which are relevant to the ability of the offerors to perform and are considered in the source selection process.

(6) **Other Administrative Data**

a) **Property**

- (1) It is DHHS policy that Contractors will provide all equipment and facilities necessary for performance of contracts. Exception may be granted to furnish Government-owned property, or to authorize purchase with contract funds, only when approved by the Contracting Officer. If the offeror is proposing that the Government provide any equipment, other than that specified under Government Furnished Property in the RFP, the proposal must include comprehensive justification which includes:

- (a) An explanation that the item is for a special use essential to the direct performance of the contract and the item will be used exclusively for the purpose. Office equipment such as desks, office machines, etc., will not be provided under a contract except under very exceptional circumstances.
 - (b) No practical or economical alternative exists (e.g., rental, capital investment) that can be used to perform the work.
- (2) The offeror shall identify Government-owned property in its possession and/or Contractor titled property acquired from Federal funds, which it proposes to use in the performance of the prospective contract.
- (3) The management and control of any Government property shall be in accordance with DHHS Publication (OS) 686 entitled, "Contractor's Guide for Control of Government Property (1990)," a copy of which will be provided upon request.
- c) **Submission of Electronic Funds Transfer Information with Offer, FAR Clause 52.232-38, (May 1999)**

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
 - (2) The offeror's name and remittance address, as stated in the offer.
 - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
 - (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
 - (5) The offeror's account number and the type of account (checking, savings, or lockbox).
 - (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
 - (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.
 - d) **Financial Capacity**
- The offeror shall indicate if it has the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source.

e) **Incremental Funding**

An incrementally funded cost-reimbursement contract is a contract in which the total work effort is to be performed over a multiple year period and funds are allotted, as they become available, to cover discernible phases or increments of performance. The incremental funding technique allows for contracts to be awarded for periods in excess of one year even though the total estimated amount of funds expected to be obligated for the contract are not available at the time of the contract award. If this requirement is specified elsewhere in this RFP, the offeror shall submit a cost proposal for each year. In addition, the following provisions are applicable:

HHSAR 352.232-75, Incremental Funding (January 2001)

- (a) It is the Government's intention to negotiate and award a contract using the incremental funding concepts described in the clause entitled Limitation of Funds. Under the clause, which will be

included in the resultant contract, initial funds will be obligated under the contract to cover the first year of performance. Additional funds are intended to be allotted to the contract by contract modification, up to and including the full estimated cost of the contract, to accomplish the entire project. While it is the Government's intention to progressively fund this contract over the entire period of performance up to and including the full estimated cost, the Government will not be obligated to reimburse the Contractor for costs incurred in excess of the periodic allotments, nor will the Contractor be obligated to perform in excess of the amount allotted.

- (b) The Limitation of Funds clause to be included in the resultant contract shall supersede the Limitation of Cost clause found in the General Provisions.

(End of provision)

f) **Facilities Capital Cost of Money**, FAR 52.215-16, (June 2003)

(This is applicable if you are a commercial organization.)

- (a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.
- (b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of Provision)

If the offeror elects to claim this cost, the offeror shall specifically identify or propose it in the cost proposal for the contract by checking the appropriate box below.

- ☐ The prospective Contractor has specifically identified or proposed facilities capital cost of money in its cost proposal and elects to claim this cost as an allowable cost under the contract. Submit Form CASB-CMF (see FAR 31.205-10).
- ☐ The prospective Contractor has not specifically identified or proposed facilities capital cost of money in its proposal and elects not to claim it as an allowable cost under the contract.

(7) **Subcontractors**

If subcontractors are proposed, please include a commitment letter from the subcontractor detailing:

- a) Willingness to perform as a subcontractor for specific duties (list duties).
- b) What priority the work will be given and how it will relate to other work.
- c) The amount of time and facilities available to this project.
- d) Information on their cognizant field audit offices.
- e) How rights to publications and patents are to be handled.
- f) A complete cost proposal in the same format as the offeror's cost proposal.

Note: Organizations that plan to enter into a subcontract with an educational concern under a contract awarded under this RFP should refer to the following Web Site for a listing of clauses that are required to be incorporated in Research & Development (R&D) subcontracts with educational institutions:

<http://ocm.od.nih.gov/contracts/rfps/FDP/FDPclausecover.htm>

(8) **Proposer's Annual Financial Report**

[NOTE: This document is INCLUDED in the "Just In Time" procedures. Specific instructions for the submission of this document are outlined in SECTION L.1.a. of this RFP.]

All offerors included in the competitive range will be required to submit a copy of the organization's most recent annual financial report.

OR

A copy of the organization's most recent annual report must be submitted as part of the business proposal.

(9) Representations and Certifications

One copy of the Representations and Certifications attached as Section K shall be completed and be signed by an official authorized to bind your organization. Additionally, a completed copy of the Representations and Certifications shall be submitted from any proposed subcontractor.

(10) Travel Costs/Travel Policy

a) Travel Costs - Commercial

Costs for lodging, meals, and incidental expenses incurred by Contractor personnel shall be considered to be reasonable and allowable to the extent they do not exceed on a daily basis the per diem rates set forth in the Federal Travel Regulations, General Services Administration (GSA). Therefore, if travel costs are applicable and proposed by offerors, please be advised that they shall be calculated using the per diem rate schedule as established by GSA. Reimbursement of travel costs under any contract awarded from this RFP shall be in accordance with FAR 31.205-46.

b) Travel Policy

[NOTE: This document is INCLUDED in the "Just In Time" procedures. Specific instructions for the submission of this document are outlined in SECTION L.1.a. of this RFP.]

All offerors included within the competitive range will be required to submit one copy of their written travel policy. A written travel policy for any proposed subcontractors shall also be submitted at that time. If an offeror (or any proposed subcontractor) does not have a written travel policy, the offeror shall so state.

OR

One copy of the offeror's (and any proposed subcontractor's) written travel policy shall be included in the business proposal (original only). If an offeror (or any proposed subcontractor) does not have a written travel policy, the offeror shall so state.

(11) Uniform Assumptions

For proposal preparation purposes, please assume the following for the first year:

Travel -	\$30,000
Computer Costs -	\$40,000

These costs should be appropriately inflated in each of the six following years of the contract.

SECTION M - EVALUATION FACTORS FOR AWARD

a. GENERAL

Selection of an offeror for contract award will be based on an evaluation of proposals against four factors. The factors in order of importance are: technical, cost, past performance and Small Disadvantaged Business (SDB) participation. Although technical factors are of paramount consideration in the award of the contract, past performance, cost/price and SDB participation are also important to the overall contract award decision. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. In any case, the Government reserves the right to make an award(s) to that offeror whose proposal provides the best overall value to the Government.

The evaluation will be based on the demonstrated capabilities of the prospective Contractors in relation to the needs of the project as set forth in the RFP. The merits of each proposal will be evaluated carefully. Each proposal must document the feasibility of successful implementation of the requirements of the RFP. Offerors must submit information sufficient to evaluate their proposals based on the detailed criteria listed below.

b. MANDATORY QUALIFICATION CRITERIA

Listed below are mandatory qualification criteria. [The offeror shall include all information which documents and/or supports the qualification criteria in one clearly marked section of its proposal/The offeror shall provide an index within its proposal which directs the reviewer(s) to the specific area(s) of the proposal that address a particular mandatory qualification.

The qualification criteria establishes conditions that must be met at the time of receipt of Final Proposal Revisions (FPRs) by the Contracting Officer in order for your proposal to be considered any further for award.

- A. The Offeror must demonstrate the ability to be available within 24 hours notice for meetings and for receipt and delivery of reports and materials at the National Institutes of Health off-campus building for DCP, currently Executive Plaza North, Suite 3131, 6130 Executive Boulevard MSC 7354, Rockville, Maryland 20852, and Building 31, on the NIH Campus, 9000 Rockville Pike, Bethesda, Maryland 20892.
- B. The Contractor must use the NIH/CIT Computer Facility for program development and data processing.

c. EVALUATION OF OPTIONS

It is anticipated that any contract(s) awarded from this solicitation will contain option provision(s) and period(s).

In accordance with FAR Clause 52.217-5, Evaluation of Options. (July 1990), the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement, except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests. Evaluation of options will not obligate the Government to exercise the option(s).

d. TECHNICAL EVALUATION CRITERIA

The evaluation criteria are used by the technical evaluation committee when reviewing the technical proposals. The criteria below are listed in the order of relative importance with weights assigned for evaluation purposes.

Proposals submitted in response to this RFP will be evaluated in accordance with the following factors listed in descending order of importance. Documentation should be provided to substantiate experience, capabilities, and skill level wherever appropriate. The relative importance (weighting) is shown.

WEIGHT

- A. Proposed Technical Approach 30
 - Demonstrating an understanding of the overall problems involved in providing computer-related support

in a biomedical/biostatistical research environment.

- The nature of the organization, management, staff mix, and day-to-day operating procedure proposed for the project.
- Demonstrating of either a working knowledge of the facilities of the National Institutes of Health, Center for Information Technology (NIH/CIT) for mainframe computer processing or similar large computer systems, their high-level associated languages, interactive text-editing and graphics systems.
- Utilization of personal computers and skill in the use of microprocessors for systems development and statistical analysis.

B. Capabilities/Experience of Project Manager 20

- Experience in managing and coordinating the efforts of personnel required to perform the functions described in the Statement of Work.
- Experience in providing data management and statistical analysis computer support for projects of comparable size and complexity within a biomedical research environment.
- Technical capabilities in systems analysis and design and with prior experience in developing, modifying, testing, documenting and installing software.
- Knowledge and experience in statistics.

C. Capabilities/Experience of Other Personnel 30

- Experience in biomedical/biostatistical computing in research applications, particularly the ability to work independently and interact with scientific investigators.
- Experience in designing and developing efficient systems to create, maintain, and analyze large sets of data collected in accordance with complex biomedical protocols.
- Experience in editing data forms for completeness, interacting with study coordinators and familiarity with medical terminology.
- Experience in serving as task/project leaders for complex biomedical applications, using SAS, S Plus, FORTRAN and similar systems on mainframes and microprocessors.
- Knowledge and experience in statistics.

D. Related Experience and Resources of Company 15

- Experience in biomedical computing applications and coordinating clinical or prevention trials.
- Depth of additional staff to support heavier workloads or to provide backup for members of the Project Team.
- Capabilities in technical writing and in the use of documentation standards.
- Experience in managing databases with complex file structures and applications of statistics for data analysis.
- Experience in using quality control procedures.

E. Transition Approach and Facilities 5

- A plan for assuming responsibility for support activities currently being provided by an incumbent contractor.
- A plan for transfer of responsibilities to a potential successor at the end of the proposed contract.
- Description of facilities and equipment along with documented availability.

TOTAL 100

e. **PAST PERFORMANCE FACTOR**

An evaluation of offerors' past performance information will be conducted prior to any communications with offerors leading to establishment of the competitive range. However, this evaluation will not be conducted on any offeror whose proposal will not be admitted to the competitive range on the basis of the results of the evaluation of factors other than past performance.

The evaluation will be based on information obtained from references provided by the offeror, other relevant past performance information obtained from other sources known to the Government, and any information supplied by the offeror concerning problems encountered on the identified contracts and corrective action taken.

The government will assess the relative risks associated with each offeror. Performance risks are those associated with an offeror's likelihood of success in performing the acquisition requirements as indicated by that offeror's record of past performance.

The assessment of performance risk is not intended to be a product of a mechanical or mathematical analysis of an offeror's performance on a list of contracts but rather the product of subjective judgement by the Government after it considers relevant information.

When assessing performance risks, the Government will focus on the past performance of the offeror as it relates to all acquisition requirements, such as the offeror's record of performing according to specifications, including standards of good workmanship; the offeror's record of controlling and forecasting costs; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interest of the customer.

The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in the offeror's performance.

The lack of a relevant performance record may result in an unknown performance risk assessment, which will neither be used to the advantage nor disadvantage of the offeror.

SOLICITATION ATTACHMENTS INCLUDED WITH THE RFP

The following pages include Attachments applicable to this RFP as specified in SECTION J -
List of Attachments

PACKAGING AND DELIVERY OF THE PROPOSAL

Your proposal shall be organized as specified in Section L.2., "Instructions to Offerors" - General Instructions. Shipment and marking shall be as indicated below.

EXTERNAL PACKAGE MARKING

In addition to the address cited below, mark each package as follows:

"RFP NO. N02-CN-55023-76

TO BE OPENED BY AUTHORIZED GOVERNMENT PERSONNEL ONLY"

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY:

NUMBER OF COPIES

TECHNICAL PROPOSAL: **ORIGINAL* AND 2 COPIES TO:**

BUSINESS PROPOSAL: **ORIGINAL* AND 2 COPIES TO:**

If hand-delivered or delivery service

Elizabeth B. Dean
Contract Specialist
Research Contracts Branch
National Cancer Institute
Executive Plaza South, Room 6010
6120 Executive Boulevard
Rockville, Maryland 20852

If using U.S. Postal Service

Elizabeth B. Dean
Contract Specialist
Research Contracts Branch
National Cancer Institute
Executive Plaza South, Room 6010
6120 EXECUTIVE BLVD MSC 7195
BETHESDA MD 20892-7195

EIGHT COPIES OF THE TECHNICAL AND BUSINESS PROPOSAL SHALL BE SENT TO:

If hand-delivered or delivery service

Donald Corle
Project Officer
Biometry Research Group
National Cancer Institute
Executive Plaza North, Room 3131
6130 Executive Boulevard, MSC 7354
Rockville, Maryland 20852

If using U.S. Postal Service

Donald Corle
Project Officer
Biometry Research Group
National Cancer Institute
Executive Plaza North, Room 3131
6130 Executive Boulevard, MSC 7354
Rockville, Maryland 20952-7354

*THE ORIGINALS MUST BE READILY ACCESSIBLE FOR DATE STAMPING PURPOSES.

NOTE: The U.S. Postal Service's "Express Mail" does not deliver to the Rockville, Maryland address. Any package sent to the Rockville address via this service will be held at a local post office for pick-up. The Government is not responsible for picking up any mail at a local post office. If a proposal is not received at the place, date, and time specified herein, it will be considered a "late proposal."

STATEMENT OF WORK

The Contractor shall provide data processing support services as follows:

a. Support for New Studies, Development of New Systems

The Contractor shall develop technical approaches, schedules, and specifications to meet the requirements as stated by the Project Officer. The Contractor shall perform manual data editing, accounting, and keying functions and write computer edit, update and analysis programs associated with various "live" data collection studies. The Contractor shall design and implement a computer software system that includes the selection of an appropriate high level programming language. The Contractor shall develop stratified block randomization forms and assist in the design of data collection instruments required for new protocols. The Contractor shall develop instruction manuals for data collection and coding activities and train personnel at participating institutions on the proper coding techniques. The Contractor shall perform quality control of data and shall interact directly with the participating institutions to resolve data errors. These studies could require only one data collection per subject or might be longitudinal studies where the subject returns for observation and clinical evaluation periodically (e.g. every 6 months) until a total observation time has occurred or a pre-specified endpoint (e.g. death) has been attained. The latter studies shall require periodic updating of computerized data files and interim report generation.

b. Support for Completed Studies, Data Analysis and Modifications to Existing Systems

The Contractor shall maintain existing systems and code, test and implement modifications to these systems. The modifications shall be made to resolve technical problems, to incorporate changes requested by NCI researchers and to conform to revisions in the NIH computer center data processing environment. A significant portion of this support shall require the creation of subset data files for statistical analysis and the generation of descriptive statistics through the use of existing analysis packages such as SAS. Master data files may be resident at the Center for Information Technology (CIT) or may require conversion to CIT compatibility when acquired from other computer centers. The Contractor shall perform various housekeeping activities that include backup of data files and programs from disk to tape, monthly execution of a program to track computer costs, and retrieval of migrated data sets.

c. Development of New Software Systems for Statistical Data Analysis and Implementation of New Statistical Methodology

(1) In response to requests from NCI, the Contractor shall design specialized software necessary to support the Research Group's biomedical research activities. An example of such software would be a generalized user-oriented interactive recode and statistical analysis system suitable for the analysis of survival data from cancer clinical or prevention trials. Software designs developed by the Contractor in this manner shall be implemented at the discretion of the Research Group researchers.

(2) The Contractor shall maintain and continue to develop the system of statistical programs (i.e. The Interactive Statistical Analysis System) which resides on the CIT HELIX computer. This system is written using the FORTRAN programming language and is comprised of user friendly and conversational program modules that can be used by NCI staff or Contractor personnel to perform statistical data analysis. Programs to assist with or provide the following are included: screening of prognostic factors, survival analysis and curve graphing, covariate modeling of survival, descriptive statistics, least-squares regression analysis, power and sample size calculations, table making, data subsetting, two variable scatter plots and analysis of time dependent covariates. The Contractor shall modify existing programs (e.g. incorporate new statistical tests), convert existing batch analysis programs to interactive modules and develop new interactive modules from scratch.

(3) The Contractor shall write additional computer programs to support the research activities of the Research Group in the areas of nutritional epidemiology and the development of statistical methodology. For example, under the direction of Biometry Research Group personnel, the Contractor shall write programs to do Monte Carlo simulation studies; these computer runs are time consuming and costly and require sophisticated programming techniques especially in the area of program efficiency. Another example would be to assist in the analysis of nutrient intake data.

(4) The contractor shall provide statistical programming support for the research projects being conducted by the Biometry Research Group. This includes the analysis of large sets of medical data often involving complex statistical

analysis, sophisticated data handling and analytic techniques, and extensive computer graphics. The facilities of the National Institutes of Health, Center for Information Technology (NIH/CIT) will be used for computer processing, including the IBM mainframe and the UNIX-based HELIX computer. Some applications shall also be developed for UNIX-based Sun workstations and the PC environment. Computer programs will be generally written in SAS and Fortran, but other languages such as Visual C++ for Windows, and PC database management languages such as ACCESS may be required. When appropriate, the contractor shall convert existing software or write new programs to run in the DOS-based PC and microcomputer environment such as the Sun workstation. The contractor's primary responsibility shall be the building and editing of large and small databases and providing adequate documentation and backup for these systems of records. This sometimes involves the transfer of medical data from paper records to machine-readable form.

(5) The contractor shall provide system administration and management of a computing infrastructure within their facilities to support the scope of work in this RFP. The computing services and storage capabilities will be made available to authorized users in the contractor's staff and DCP investigators as appropriate. The approach to the physical facility, administration and management of the system resources, controlling access to the resources, software installation and maintenance, and user support/training are to be described. Computing resources for SAS analysis, application development, and Web development must be available.

The contractor shall provide systems engineering support for the computing resources. This will include system administration, operation, user support, system back-ups, and upgrading of the computer resources. A highly reliable environment with minimal downtime that is available 24 hours a day, seven days a week is a requirement. File servers are also needed for the centralized storage of data with adequate backup and recovery facilities. Security of these computing resources and disaster recovery plans must be defined. Physical security of the facilities must also be addressed.

The following software will need to be available on the computer resources.

- SAS
- Crisp text editor
- gzip
- SyncSort
- Sybase
- Postgress
- Stronghold/Apache Web Server
- PHP with the

Stronghold/Apache Web Server

- Plone
- C/C++
- Perl
- Perl DBI
- FORTRAN

d. Availability

The contractor shall be available within 24-hours notice for meetings and receipt and delivery of reports and materials at the National Institutes of Health off-campus building for the Division of Cancer Prevention (DCP), currently Executive Plaza North, Suite 3131, 6130 Executive Boulevard MSC 7354, Rockville, Maryland 20852, and Building 31, on the NIH Campus, 9000 Rockville Pike, Bethesda, Maryland 20892.

e. Transition from Existing Contract

The Contractor, Project Officer, and key NCI staff will establish a schedule with appropriate priority assigned to each project during the entire phase-in period. Completion of the transition period should take place within the first three months of the contract period.

f. Transition to Successor Contract

Prior to completion of this contract, the Contractor, in conjunction with the Project Officer, shall establish a plan for transfer of contractual activities to a successor contract. During the transition period, if required, the Contractor shall turn over contract materials, files, documents, and any other holdings to any organization or group selected by NCI as well as provide continuity of service to NCI during the transition period if a transfer is necessary. The Contractor shall provide any other assistance deemed reasonable by NCI that may be required for the smooth transfer of contract responsibility. The Contractor shall transfer newly developed programs, program documentation, working papers, and all information gathered during this contract to any group or organization selected in the event of recompetition of this project.

g. Data Sensitivity and Security

(1) The Contractor shall adhere to the safeguard requirements associated with the data sensitivity and application criticality levels as required by the DHHS Automated Information Systems Security Program (AISSP) Handbook 2.0 Chapters II and III.

(2) The sensitivity levels for databases developed under this contract are designated Level 3: High Sensitivity.

(3) Specifically, the data systems are:

(a) Automated systems of records subject to the Privacy Act, which contain information that meets the qualifications for Exemption 6 of the Freedom of Information Act; i.e., for which unauthorized disclosure would constitute a "clearly unwarranted invasion of personal privacy" likely to lead to specific detrimental consequences for the individual in terms of financial, employment, medical, psychological, or social standing.

(b) An Automated Information System (AIS) which generates, stores, processes, transfers or communicates data which are considered to have High Sensitivity are designated Level 3: High Criticality.

(c) Specifically the security levels requirements for these systems are:

- 1) An employee AIS security awareness and training program.
- 2) The assignment of sensitivity designations to every employee position.
- 3) Physical access controls.
- 4) A complete set of AIS documentation.
- 5) A detailed disk management program.
- 6) A CSSP for systems processing sensitive information.
- 7) Record retention procedures.
- 8) A list of authorized users.
- 9) Security review and certification procedures.
- 10) Required background investigations for all employees.
- 11) Required background investigations for all contractor personnel.
- 12) A detailed fire emergency plan.
- 13) A formal written contingency plan.
- 14) A formal risk analysis.
- 15) An automated audit trail.
- 16) Authorized access and control procedures.
- 17) Secure physical transportation procedures.
- 18) Secure telecommunications.
- 19) An emergency power program.
- 10) An inventory of hardware and software.

h. The Contractor shall abide by the regulations and requirements set forth in Exhibit ATTACHMENT A, "Security Policy Statement for Inclusion in Automated Information Systems Contracts" and ATTACHMENT B, "Commitment to Protect Privileged Information Contractor Agreement."

APPENDIX A

Security Policy Statement for Inclusion in Automated Information Systems Contracts

By accepting this contract, the contractor providing application systems or Federal Information Processing resources to any component of the Department of Health and Human Services (DHHS) agrees to comply with the applicable Automated Information Systems (AIS) security policy as outlined in the Statement of Work. The contractor shall include this requirement in any subcontract awarded under the prime contract. Failure to comply with said requirements shall constitute cause for termination.

A written agreement between the National Cancer Institute and any contractor shall be entered into before data and information otherwise exempt from public disclosure may be disclosed to the contractor. (Disclosure statement attached.) The contractor shall agree to establish and follow security precautions considered by the National Cancer Institute to be necessary to ensure proper and confidential handling of data and information. This information is more specifically addressed in the DHHS Automated Information Systems Security Program (AISSP) Handbook.

Contractor employees in AIS-related positions must comply with the DHHS criteria for assigning position sensitivity designations. The National Cancer Institute Information Systems Security Officer and the National Cancer Institute Project Officer will determine these designations.

Contractor employees assigned to a Level 6C (High Risk) position are subject to a Background Investigation (BI). Contractor employees assigned to a Level 5C (Moderate Risk) position, with no previous investigation and approval, must undergo a National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), or possibly a Limited Background Investigation (LBI). Contractor employees assigned to a Level 1C position (Low Risk or Nonsensitive) must be subject to a National Agency Check and Inquiry Investigation (NACI).

If contractor employees will have access to classified national security information, more intensive investigations will be required. Contractor employees assigned to a Level 3C (Top Secret) or Level 4C (Top Secret, requiring special security considerations) position must be subject to a Single Scope Background Investigation (SBI). Contractor employees assigned to a Level 2C (Secret or Confidential) position must undergo an LBI.

Table 1 summarizes investigation requirements by position risk level.

Table 1: Required Investigation by Position Risk Level

<u>Level</u>	<u>Description</u>	<u>Required Investigation</u>
6C	High Risk Public Trust	BI
5C	Moderate Risk Public Trust	NACIC (or LBI)
3C/4C	Top Secret Access	SBI
2C	Secret/Confidential Access	LBI
1C	Low Risk/Nonsensitive	NACI

Contractor employees who have previously met investigative requirements within the past five years may only need to be subject to an updated or upgraded investigation.

Prior to contract award, verification of previous investigations; e.g., copies of certificates of investigations or security clearances must be submitted to:

Director
Personnel Security and Drug Testing Program Division
DHHS 523-B, HHH Building
200 Independence Avenue, SW
Washington, DC 20201

APPENDIX B
Commitment to Protect Privileged Information Contractor Agreement

Access to privileged information from the files of the National Cancer Institute is required in the performance of my official duties under contract number (indicate the contract number) between the National Cancer Institute and my employer, (indicate your company name). I, (indicate your name), on this () day of 20(), hereby agree that I shall not release, publish, or disclose such information to unauthorized personnel, and I shall protect such information in accordance with the provisions of 18 U.S.C. 641, 18 U.S.C. 1905, Public Law 96-511, and other pertinent laws and regulations governing the confidentiality of privileged information.

I understand the provisions of 18 U.S.C. 641, 18U.S.C. 2071, and Public Law 96-511 and that I am subject to criminal penalties prescribed by law for any violations thereof.

Signed:

Date:

Witnessed by:

Date:

Copies are retained by:
National Cancer Institute
(Indicate your company name)
(Indicate your name)